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Sup. Ct.

Volume II
TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1946

No. 28

NATIONAL LABOR RELATIONS BOARD, PETITIONER

**DONNELLY GARMENT COMPANY, DONNELLY GAR-
MENT WORKERS' UNION AND INTERNATIONAL
LADIES' GARMENT WORKERS' UNION**

No. 39

**INTERNATIONAL LADIES' GARMENT WORKERS'
UNION, PETITIONER**

VS.

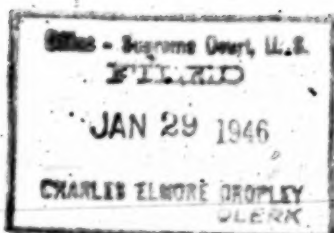
**DONNELLY GARMENT COMPANY, DONNELLY GAR-
MENT WORKERS' UNION AND NATIONAL LABOR
RELATIONS BOARD**

**ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT
COURT OF APPEALS FOR THE EIGHTH CIRCUIT**

**PETITIONS FOR CERTIORARI FILED JANUARY 29, 1948
CERTIORARI GRANTED APRIL 22, 1948**

Nos. 786 - 787

**VOLUME II.
RECORD.**



**United States Circuit Court of Appeals
EIGHTH CIRCUIT.**

No. 12,641

**DONNELLY GARMENT COMPANY, A CORPORA-
TION, PETITIONER,**

vs.

**NATIONAL LABOR RELATIONS BOARD,
RESPONDENT.**

**DONNELLY GARMENT WORKERS' UNION,
INTERVENER.**

**INTERNATIONAL LADIES' GARMENT WORKERS'
UNION, INTERVENER.**

**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR
RELATIONS BOARD.**

FILED AUGUST 5, 1943.

Testimony and Exhibits in Case No. 475, Orig.

United States Circuit Court of Appeals
EIGHTH CIRCUIT.

No. 12,641

DONNELLY GARMENT COMPANY, A CORPORATION, PETITIONER,

vs.

**NATIONAL LABOR RELATIONS BOARD,
RESPONDENT.**

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**INTERNATIONAL LADIES' GARMENT WORKERS'
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**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR
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Q. What statements did Mrs. Keyes make?

A. Well, there were a number of statements. One I remember particularly about the employees being careful how they voted.

Q. Voted for what?

[fol. 1688] A. During the general election in 1936.

By Trial Examiner Batten:

Q. You mean the National election?

A. Yes.

Trial Examiner Batten: Now, I am not going to take in any more territory than we have. I mean, if the reference there is to the National campaign or election, it may be stricken. I certainly am not going into that.

Mr. Langsdale: Mr. Leary asked that it be defined as to what kind of coercion she meant. I don't think it is the witness' fault—

Trial Examiner Batten: I am not criticizing the witness. I am saying we are not going into the matter of the National election.

By Mr. Ingraham:

Q. That is the coercion you have reference to?

A. That was only one small incident. Of course, he is trying to pin me down, and it was a thing that was so general—

Trial Examiner Batten: Mrs. Greenhaw, if you cannot name any particular person, or if you do not recall any particular person, then the thing to do in answering the question is to say so.

The Witness: Well, may I say this, that the coercion was conducted more by acts than by words.

By Trial Examiner Batten:

Q. Then, can you tell whether any supervisors by their acts engaged in coercion?

[fol. 1689] A. Well, I was demoted a number of times because I didn't fall in accord with the company's suggestions.

By Mr. Ingraham:

Q. How do you know that, Mrs. Greenhaw?

A. Well, I was moved about from one place to another.

Q. Do you know, as a matter of fact, that Mr. Green was practically creating a job for you at the Donnelly Garment Company when you obtained employment there?

A. Yes. I appreciate that. He told me that. But the things that went on, had I taken a different attitude I wouldn't have had the position.

Q. You wouldn't have what?

A. I wouldn't have had the position, I feel sure.

Q. That is just your conclusion, isn't it, Mrs. Greenhaw?

A. The attitude of those employees who did conform—or perhaps I should say the treatment of the employees who did conform was quite different than that which I got.

Q. Was any employee that went to work at the Donnelly Garment Company after the time of your employment moved up ahead of you?

A. Well, I was in a position where it couldn't have been done, because I was working in a small department originally.

Q. So, it wasn't done?

A. No, I don't mean that.

Q. As a matter of fact, didn't you request to be made the private secretary of one of the officers of the company?

[fol. 1690] A. No, I did not.

Q. Well, wasn't that the job that you wanted?

A. When Mr. Green brought me over he told me that for the time being there would be no such position for me, but he knew my experience and he said probably eventually there would be an opening and he would try to see if he couldn't work me into it.

Q. And didn't Mr. Green try to do that?

A. I am sure he did do everything he could.

Q. Did you know of any vacancies in the positions of secretaries of any executives?

A. No, there were none.

Q. So, you do not contend that you were not given a place of that kind because of your views on unionism?

A. I feel quite sure that if my attitude had been more harmonious with the general feeling of the employers that I would have been compensated by a good position.

Q. Well, you have just stated there wasn't any vacancy in those positions. Did you expect the company to create a position?

Mr. Leary: I object to that as argumentative.

A. Such positions are often made. I have seen it done.

By Mr. Ingraham:

Q. So, you expected the position to be made for you?

A. It was done up there at times, I think.

[fol. 1691] Q. Who had a place made for them at the Donnelly Garment Company, outside of yourself?

A. I don't recall.

Q. Isn't it a fact that Mr. Keyes is in charge of the order department?

A. I believe he was known as general manager when I was there.

Q. Just answer the question, please. Wasn't he in charge of the order department?

A. I understood Miss Ruth Alexander was.

Q. Didn't Mr. Keyes have charge of the order department?

A. I think she probably took instructions from him.

Q. And he was in charge of the order department?

A. He was her superior, I understand.

Q. And wasn't that true, also, of the returns department?

A. Yes.

Q. And, in connection with the order department, Miss Alexander and Miss Nobles were instructed as to what they would do by Mr. Keyes?

A. That is right.

Q. And in regard to the returns department, wasn't Miss Sandy instructed as to what she would do by Mr. Keyes?

A. I believe she was.

[fol. 1695] By Mr. Ingraham:

Q. Mrs. Greenhaw, you stated that you had been demoted at the Donnelly Garment plant several times. Had your wages been reduced?

A. No, they hadn't.

[fol. 1696] Q. Now, you stated that you talked to Mr. Jerome Walsh and Mr. Roy Rucker?

A. Yes, I did.

Q. When did you talk to them?

A. In September, 1937.

Q. When was the last time you talked to either one of those gentlemen?

A. I couldn't say exactly, but it was some weeks or per-
[fol. 1697] haps a week or two before I left town.

Q. Did you go up to see them of your own accord?

A. Yes, I did.

Q. Did you give them any papers at that time?

A. None other than the papers that we have referred to.

Q. Now, did you ask anybody — strike that. Did you ask the Donnelly Garment Workers' Union for permission to turn over copies of the minutes to these attorneys?

A. No, I didn't, because I knew they would be in favor of the idea.

Q. You didn't ask authority?

A. No.

[fol. 1698] Trial Examiner Batten: Mr. Lane.

By Mr. Lane:

Q. Mrs. Greenhaw, what is your husband's full name?

A. L. B.

Q. What do the initials stand for?

A. Leon Bland.

Q. When did Mr. Graham die?

A. He isn't dead. I am divorced from him.

Q. You are divorced from him; and when were you divorced from him?

A. About 10 years ago.

[fol. 1699] By Mr. Lane:

Q. What was Mr. Graham's occupation?

A. He was in the investment business, and was a salesman of life insurance and investments.

[fol. 1700] Q. You are not a member of any union?

A. No, I am not.

Q. And have never been? A. No.

Q. Now, on March 2, 1937, when this so-called Loyalty petition was sent around, you declined to sign it?

A. Yes, sir.

Q. And you declined on the ground that it contained in it the statement "and refuse to acknowledge any labor organization"?

A. That is right.

Q. In other words, you had in your mind at that time that you would like to acknowledge a labor organization in connection with the employment at the Donnelly plant, didn't you?

Mr. Leary: I object to that—

Trial Examiner Batten (interrupting): She may answer.

A. I felt, as an employee of the Donnelly Garment Company, I had a right to believe in a union, or not, as I pleased.

[fol. 1701] By Mr. Lane:

Q. Well, you had that idea in your mind at that time?

A. I objected to signing something saying that I didn't believe in it when I might have the right to, did have the right to, and might believe in it.

Q. And that was the idea that was in your mind and that is what motivated you in refusing to sign this petition? A. No.

Q. On the second of March?

A. No. The thing—the reason I objected was because it was too obviously intimidation.

Mr. Lane: I move to strike that out as not responsive, and being merely a conclusion on the part of the witness.

Mr. Langsdale: I submit he asked for it.

Trial Examiner Batten: It may stand.

By Mr. Lane:

Q. This was shown to you by Pauline Shartzter, wasn't it? A. I believe so.

Q. She gave it to you and asked you to read it?

A. Yes, sir.

Q. Did you read it? A. Yes, sir.

Q. And you refused to sign it?

A. I explained to her —

Q. (Interrupting) Just answer my question. You refused to sign it?

A. Yes, I did —

Mr. Leary (interrupting): I submit, she started to explain —

Trial Examiner Batten (interrupting): Just a minute —

Mr. Leary (interrupting): And by our agreement here, she has a right to explain.

Trial Examiner Batten: The question was, did she refuse to sign it, and the witness said she did.

By Mr. Lane:

Q. During the day, a second time, it was shown to you by somebody else?

A. Yes.

Q. Who was the second person?

A. I don't recall.

Q. That person was just an employee, wasn't she?

A. Yes, another employee.

Q. And you again refused to sign it? A. Yes.

Q. When was the Donnelly Garment Workers' Union formed?

A. Well, I don't recall the exact date, but it was some time after this first petition.

Q. Was it a week after this first petition or two weeks, or what is your recollection of it?

A. I don't recall right now. I can't tell you the date..

Q. But you don't have —

[fol. 1703] Trial Examiner Batten (interrupting): Now, just a moment. Mr. Lane, let her finish.

By Mr. Lane:

Q. Had you finished your answer?

A. We had a number of meetings. I don't recall the exact date of the meeting, it happened. I think it was either the second or third meeting of the employees.

Q. Well, you don't have any independent recollection now of the date on which the Donnelly Garment Workers' Union was formed; is that correct? A. No.

Q. Is my statement correct? A. Yes.

Trial Examiner Batten: Yes, she said no. Will you speak a little louder, please, so that the reporter also can get your answer?

By Mr. Lane:

Q. Now, at this meeting that was held on the 25th of May, 1937, you say you were asked by Marjorie Green to take minutes? A. Yes.

Q. Was Marjorie Green at that meeting? A. Yes.

Q. She was there in person? A. Yes.

Q. What was she doing at that meeting?

A. She also was taking minutes.

[fol. 1704] Q. She was taking minutes, but she asked you to take minutes, as well?

A. Yes.

Q. Where did she speak to you about the matter?

A. On the tenth floor, I think, at my desk.

Q. Did she ask you to keep a carbon copy of the minutes?

A. No, she didn't say anything about that.

Q. Did she ask you also to take minutes of the Loyalty League meeting you say was held?

A. Well, she didn't tell me not to. She, I think, took some, and we stayed at the meeting until it was concluded, and the people were dismissed.

Q. Did anybody ask you to keep minutes of the Loyalty League meeting you say was held that day?

A. I didn't know there was going to be such a meeting. She asked me to take the minutes of the meeting that day.

Q. Did anyone ask you to keep the minutes of the Loyalty League meeting that was held that day?

Mr. Leary: I submit the witness has answered.

Mr. Lane: I have asked her three times, and haven't an answer to it yet.

Trial Examiner Batten: Well, of course, she said she was asked to take the minutes of the meeting.

Mr. Lane: I am asking her with respect to the Loyalty League meeting, whether anybody asked her to keep min-
[fol. 1705] utes of the meeting.

By Trial Examiner Batten:

Q. When you went down there, did you know there was two meetings?

A. No, and I didn't know there was to be two meetings or there was to be a meeting between the Loyalty League, or the meeting was to be split up into two meetings. Nothing to that effect was said to me. I stayed until the meeting was dismissed and took the notes on everything that happened.

Mr. Lane: Well, now, I submit I am entitled to an answer to my question.

Trial Examiner Batten: I think it has been answered as far as the witness can answer it.

Mr. Lane: I think she can answer "yes" or "no", whether anybody did or did not.

Trial Examiner Batten: Well, no witness in this proceeding has to answer "yes" or "no" to any question. I think I said that about the first day.

By Mr. Lane:

Q. Well, then, I will ask the witness whether anybody did ask her, and if so, who did ask her to keep the minutes of the Loyalty League meeting?

A. Well, I wasn't informed that there was to be a meeting of the Loyalty League after this other, and I don't think anyone else knew there was to be, because it wasn't mentioned.

[fol. 1706] By Mr. Lane:

Q. Is it your answer, then, that nobody asked you to keep minutes of that meeting?

A. Yes, that is right.

Q. You have testified, I believe, that the meeting of the union lasted for an hour?

A. As near as I can recall.

Q. How long did the meeting of the Loyalty League last?

A. Pardon me. I meant we stayed down there, I think, for about an hour. I don't know how long each meeting took.

Q. Both meetings, then, you think occupied about an hour's time?

A. I believe so.

Q. How long would be required for you to type nine and a portion of a tenth page the size of the pages of Board's exhibit No. 18? A. Perhaps an hour.

Mr. Langsdale: To type them?

Mr. Lane: That is right.

By Mr. Lane:

Q. And is it your testimony that after the adjournment of that meeting or meetings that you went back up to your machine on the tenth floor and typed these minutes?

A. Yes.

Q. So, you spent approximately from 5 o'clock to 6 o'clock that evening getting these minutes typed up?

A. I expect so.

[fol. 1707] Q. What kind of machine did you use there?

A. I think all of the machines were Royals, if I remember right.

Q. It was a Royal machine that you used?

A. I believe it was.

Q. Was it a new machine? A. No.

Q. How old a machine was it? A. I can't say.

Q. Did you finish the minutes up that evening?

A. I don't recall, but I probably did, or very nearly finished.

Q. It is your recollection that you stayed there until you finished that evening?

A. I might have completed them the next morning, but I remember giving them to her quite early the next morning.

Q. Now, I will ask you to state what was done with this carbon which I hold in my hand after you had delivered the original to Miss Green.

A. I kept it in my book for quite awhile.

Q. What was your purpose or reason for keeping a carbon of those minutes?

A. I thought they would be useful at some later time.

Q. In what respect did you think they might be useful?

A. I felt with things going on as they were there that [fol. 1708] the time might come when I might want to speak out on behalf of the employees.

Q. You had in mind when you went down there and took these minutes, as a member of the union, and as acting secretary—you had a personal purpose in mind, did you? A. Yes.

Q. And your purpose was to make a carbon which you might want to use at some later date?

A. I thought it might be useful. I didn't have any definite purpose, you understand, but I thought there might be points brought out in it that would be useful to remember or to refer to later.

Q. Didn't you think the original would serve that purpose? A. Not my purpose.

Q. Then, you were not keeping these minutes primarily as acting secretary of the union; you were keeping them for a personal purpose of your own?

A. Well, not really personal, probably, in the true sense of the word.

Q. There was no lawsuit pending at that time, was there, on the 25th of May?

A. I don't recall when the lawsuit was started.

Q. Do I understand your testimony to be that the first time you ever had any contact at all with Mr. Frank Walsh was in September of that year?

[fol. 1709] A. Yes, sir.

.

[fol. 1710] Q. At these numerous conferences you had with Mr. Frank Walsh and Mr. Jerome Walsh and the others you have mentioned did you go in the daytime?

A. No, in the evenings.

Q. You have never been in their offices during the day-time?

A. I was, when I was no longer employed.

Q. During the time you were employed by Donnelly you went there during the evenings?

A. Yes, sir.

.

[fol. 1714] Trial Examiner Batten: I think you had better have it marked as Trial Examiner's exhibit No. 1, and it will be received only in so far as you have asked these questions from it. In other words, I am not receiving the entire thing.

[fol. 1715] (Thereupon the document above referred to, having been marked "Trial Examiner's Exhibit No. 1," was received in evidence.)

Mr. Lane, Intervener objects to the document for the reason that it is not identified, and for the reason that it has been stated by counsel to be a mere copy, when there is apparently an original in existence; and for the further reason it is inadmissible for any purpose, the intervener not having been present when any statements contained therein were made; and for the further reason that they are self-serving and hearsay. Intervener objects to its being received for any purpose.

Trial Examiner Batten: It is received for whatever it purports to be.

Mr. Lane: Intervener further objects on the ground that it is highly prejudicial and improper to permit a memorandum of that kind to be used to refresh the recollection of a witness who has testified she has no independent recollection of the matter. I say it is prejudicially erroneous to permit it to be used for that purpose.

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[fol. 1717] Mr. Stottle: Mr. Examiner, the respondent objects to the Examiner's Exhibit No. 1 for the reason that

it is not taken under oath, not testified to under oath, that the witness who is purported to have signed it is here on the stand now, and her own testimony should be the testimony [fol. 1718] of this witness, and not any statement that she may have prepared at some prior time. It is not even signed by the witness, and is — purports to be a carbon copy of some statement which she may have signed.

Trial Examiner Batten: May I see it a moment?

Mr. Stottle: We also object that it is just immaterial and improper for any purpose whatsoever.

[fol. 1731] Trial Examiner Batten: Read the next to the last question.

(Thereupon the following question was read by the reporter:)

"Q. Did any incident occur while you were there in [fol. 1732] which Mr. or Mrs. Keyes was engaged that in your opinion was coercion?"

Trial Examiner Batten: Do you understand the question, Mrs. Greenhaw?

A. I don't know how to answer it, because I don't understand just what the attorney means.

Mr. Langsdale: May I withdraw the question and ask another one?

By Mr. Langsdale:

Q. Did Mr. Keyes ever call any of the employees into his office? A. He often did.

Q. And were you ever present when any of the employees were in Mr. Keyes' office? A. Yes.

Q. And what was the subject of Mr. Keyes' conversation on occasions when you were present?

Mr. Lane: Intervener objects for the reason that no date has been fixed.

By Trial Examiner Batten:

Q. Can you place the time?

A. The incidents I recall particularly happened during the summer of 1936, when Mr. Keyes called several employees in to reprimand them for their work, and they had been working at such a high rate of speed, top speed, that they were so nervous they didn't know what they were doing, and they burst out crying—

[fol. 1733] Mr. Lane (Interrupting): Intervener moves—

Trial Examiner Batten (Interrupting): Just a moment. Wait until she has finished.

A. (Continuing) —they were so nervous and wrought up, they broke out crying there in the office.

Mr. Lane: Intervener moves to strike out the portion as to the employees being nervous and wrought up, for the reason that it is not responsive to the question.

Trial Examiner Batten: What is the intervener's interest in this question?

Mr. Lane: My interest is the same as it has been in other matters. I will put it this way: If the Board states this is not offered as showing domination of the union, then I will withdraw my objection.

Mr. Langsdale: The Board isn't asking this question.

Mr. Lane: Well—

Trial Examiner Batten: It may be stricken. I don't think it has anything to do with these issues, anyway.

[fol. 1760] PAULINE HARTMAN, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Leary:

Q. State your name, please.

A. Pauline Hartman.

- Q. What is your address? A. 5327 Lydia.
 Q. By whom are you employed?
 A. The Donnelly Garment Company.
 Q. How long have you been employed there?
 A. Thirteen years.
 Q. In what capacity?
 A. In the accounting department.

By Mr. Leary:

Q. What work, in particular, do you do in the accounting department?

A. Well, I work on the books and work on various accounting records, on the payrolls.

Q. Who is in charge of the payrolls?

A. Mr. Bachofer.

Q. What is Mr. Bachofer's title?

[fol. 1761] A. Office manager.

Q. Who is superior to Mr. Bachofer?

A. Mrs. Reed, I guess. Mrs. Reed.

Q. How many persons are in the accounting department?

A. I would say about twelve or fifteen, offhand. I don't know exactly.

Q. You work exclusively on the payroll?

A. Not exclusively.

Q. What portion of your time do you spend on the payroll?

A. I would say probably a third of my time.

Q. Does anyone else work on the payroll other than yourself? A. Oh, yes.

Q. How many persons?

A. You mean on the entire routine of the payroll?

Q. Yes. A. There are about six.

Q. Well, is your work in connection with the payroll of a confidential nature?

A. The time workers' payroll. It is not confidential, however.

Q. What do you mean by "time workers' payroll"?

A. A person on a weekly salary.

Q. Is that the only payroll that you handle?

A. That is the only payroll I work on.

Q. Well, on that time workers' payroll, are the in-
[fol. 1762] structors listed?

A. The instructors, yes, they are.

Q. How large a payroll is that each week?

A. That is a semi-monthly payroll that the instructors are on.

Q. About how many names are on that time workers' payroll?

A. Let me see. Just the time workers, that the instructors are listed on, that must be about 150 names of various time workers. That includes the instructors.

Q. In that group, also, does it include the office workers? A. Yes.

Q. Clerical? A. Yes, sir.

Q. Stenographic, and so forth? A. Yes, sir.

Q. Are you a member of the Nelly Don Loyalty League?

A. Yes, I am.

Q. When did you first become a member?

A. Well, since its organization.

Q. Would you say that was in—

A. (Interrupting) In the spring of '35.

Q. Did you join when it was first organized?

A. Yes, I did.

Q. Have you held any office at any time in the Loyalty League? A. Yes, I have.

[fol. 1763] Q. When was that first occasion when you were elected to any office?

A. I have been the treasurer since its organization.

Q. Have you been re-elected annually during the period since 1935? A. Yes.

Q. What method is used to elect the officers of that organization?

A. They have a representative that is selected from each department and the representatives select the officers.

Q. How are the representatives determined?

A. Well, each department selects their own. They vote on their own.

Q. When did the last election of departmental representatives in the Loyalty League take place?

A. Well, I am sorry, I can't tell you that. It seems to me it was—I don't know. I haven't any idea.

Q. Was it during this past year?

A. Oh, yes, it has been during the past year, but I do not know what month.

Q. Where did that election take place?

A. Well, that election took place in the department. You mean, for the representative?

Q. Yes. A. Yes.

[fol. 1764] Q. Who conducts that election?

A. Always the representatives, the past representative handles the election in the department.

Q. Now, are there nominees for departmental representatives?

A. No, they just take the highest vote.

By Trial Examiner Batten:

Q. They just what?

A. They take the person who has the most votes and that person is selected.

Q. Any department? A. That is right.

By Mr. Leary:

Q. Do the same representatives usually carry over?

A. No. They are nearly always changed.

[fol. 1765] Q. Did they elect such representatives once a year? A. Yes, I believe it is once a year.

Q. And then, after the departmental representatives have been elected, what procedure is followed to elect the officers?

A. They always call the representatives together, and the election is handled at this meeting, and the representatives—a nominating committee is appointed from this group of representatives.

Q. Incidentally, how many persons are in that group of departmental representatives?

A. I would say between 30 and 40. I am not sure of that figure. It seems to me there must be that many.

Q. Continue with your recitation of the method in which the officers are elected after the departmental representatives have been selected.

A. Well, the nominating committee makes its report, and then the representatives vote on the nominees. It is handled just as any other election.

Q. Did you attend the meeting in your department where the departmental representative was selected last February or March? A. Yes.

- Q. Where was that meeting held in your department?
 A. It was just after office hours, up on the tenth floor.

[fol. 1766] Q. Were you elected representative from your department?

A. No. No, I am not the representative.

Q. Who is the representative from your department?

A. I think, a Mr. Bud Grogan. I am not sure.

Q. Is that William Grogan?

A. I don't know what the "Bud" is for, I am sorry.

Q. Are the officers usually elected from the departmental representatives, or can the departmental representatives elect anyone they want?

A. Oh, no. They can elect anyone they want. They do not have to elect an officer from the representatives, not at all. They can elect anyone who is an employee and a member of the Loyalty League.

Q. Were you ever a departmental representative?

A. No.

Q. Has your organization a constitution or a set of by-laws?

A. I don't believe so. I have never seen them.

Q. Have you attended all meetings of the Loyalty League since it was formed in 1935?

A. No, I haven't, not all of them.

Q. What ones have you missed?

A. I can't tell you exactly. I have missed quite a few of them. At some of them I got in on the last of the meeting, [fol. 1767] not on the entire meeting.

Q. Did your organization collect any dues during the year 1935? A. Any dues?

Q. Yes. A. No, not under "dues."

Q. Did they collect any in 1936? A. Dues?

Q. Yes. A. No.

[fol. 1768] Q. 1937? A. No.

Q. Or 1938 or 1939? A. No.

Q. What receipts, if any, did your organization have during the year 1935?

A. 1935?—I believe we had one activity in the fall of 1935, a dance.

Q. During the year 1936?

A. In 1936 we had several more dances; I can't tell you offhand how many.

Q. Did your organization have any bank account in 1935? A. No.

Q. Did your organization have any bank account in 1936? A. No.

Q. Did your organization have any bank account in 1937? A. Yes, we did.

Q. In order that the record may be clear, did you testify you had been treasurer ever since 1935?

A. That is right.

Q. In 1937 at what bank did you have a bank account?

A. The First National Bank.

Q. Of Kansas City, Mo.? A. That is right.

Q. Have you had an account with that bank at all times [fol. 1769] since the occasion in 1937 when you opened the account there?

A. We have had a balance on hand at the First National since then.

Q. Do you have in your possession, Miss Hartman, the records relating to the bank account which you opened with the First National Bank in 1937?

A. Yes, I have.

Q. May I see those records, please?

(Thereupon the records referred to were produced by the witness and shown to Mr. Leary.)

Q. Showing you your bank statement for the month of March, 1937, is it not a fact that a deposit of \$1,000 was made on March 30, 1937? A. That is right.

Mr. Stottle: Just a moment. Mr. Examiner, respondent objects to this question, and all questions relating to the Loyalty League, on the ground that it is immaterial. We understand the allegation in the complaint that there is a connection, but there has been no testimony indicating that the Loyalty League has anything to do with the Donnelly Garment Workers' Union. It is merely a social organization, and the Donnelly Garment Workers' Union is a separate organization.

We think it is encumbering the record to go into these activities of the Loyalty League.

[fol. 1770] We haven't objected a great deal to this, but we think the matter should be presented to the Examiner, and that we should have a continuing objection to any testimony regarding the Loyalty League.

[fol. 1771] Trial Examiner Batten: Well, you may have a continuing objection. As I recall it, you have, on about three occasions objected to it at the beginning of the hearing, and I at this time will make the same ruling I have in the past. I will overrule the objection, but you may have a continuing objection.

Mr. Stottle: And also on the ground it is not binding on the respondent, anything this witness may say, as well as being immaterial to the issues.

Trial Examiner Batten: That may be incorporated.

Mr. Patten: Intervener makes the same objection, and adds to it the testimony as to what may have happened in the Loyalty League prior to the organization of the union is immaterial and irrelevant.

Trial Examiner Batten: Overruled. You desire a continuing objection, Mr. Patten?

Mr. Patten: I do.

By Mr. Leary:

Q. Your testimony is, is it not, Miss Hartman, that in March, March 30th, you deposited \$1,000? A. Yes, sir.

Q. In the name of the Nelly Don Loyalty League?

A. Yes, sir.

Q. Now, where did that \$1,000 come from?

A. Miss Rose Todd handled that entirely. She came to me and told me that a few employees had been talking to her—

Q. (Interrupting) No, I don't mean that. Where did [fol. 1772] the \$1,000 come from, do you know?

A. I don't understand your question.

Q. Where did the Nelly Don Loyalty League obtain the \$1,000 in order to deposit it in a checking account?

A. I am telling you that now. May I explain?

Q. Well, do you know where they got it?

A. Well, it was borrowed under the Loyalty League name.

Q. It was borrowed from the First National Bank?

A. That is right.

Q. Was an application for a loan of \$1,000 to the First National Bank made?

A. That is right.

Q. And was a note given to the union in the amount of \$1,000? A. To the union?

Q. I beg your pardon. Was a note given to the bank by the union in the amount of \$1,000?

A. No, not by the union.

Q. I beg your pardon. By the Loyalty League?

A. Yes.

Q. And do you have that note? A. Yes, I do.

Q. May I see it, please?

(Whereupon, the document above referred to was handed by the witness to Mr. Leary.)

Q. (Continuing) Do you have any objection, Miss [fol. 1773] Hartman, to our offering this note at this time for the record, and then having it photostated and withdrawn so that the original may be returned to you for your records? A. Yes, sir.

Q. I show you, Miss Hartman, what has been marked for identification as Board's Exhibit 19, and ask you to state whether or not that is the note taken from the official records of the Nelly Don Loyalty League that you just referred to in your testimony? A. That is right.

(Thereupon, the document above referred to was marked as "Board's Exhibit No. 19" for identification.)

Mr. Leary: Board offers its Exhibit 19.

Mr. Stottle: Respondent objects to the exhibit for the grounds already stated, that it is immaterial to the issues here, and also that it is not binding on the respondent in any way.

Trial Examiner Batten: Well, I assume that your continuing objection applies to the note as well.

Mr. Stottle: Well, I thought it might, but I wasn't sure that it would.

Mr. Batten: The intervener desires its continuing objection to apply to the note.

Trial Examiner Batten: It will be received, subject to [fol. 1774] those objections.

(The document heretofore marked as "Board's Exhibit No. 19 was received in evidence.)

By Mr. Leary:

Q. Do you know, Miss Hartman, whether or not your records contain any information as to what security was required to obtain that loan?

A. The only security was the fact that it was the Loyalty League name. That is the only reason we used the Loyalty League, it was the only organization of all the employees that we had at that time.

Q. Did the bank—were you present when any of the conversations relating to the loan were had between Rose Todd and any officers of the bank? A. No, I was not.

Q. And immediately upon receipt of that \$1,000 loan, was that same \$1,000 used to deposit in the account of March 30th? A. That is right.

Q. On March 30, 1937? A. That is right.

[fol. 1775] Q. I show you what has been identified as Board's Exhibit 13, and ask you to state whether or not your signature is contained on the lower right-hand corner? A. It is.

Q. Do you know whether or not that is the signature of Rose Todd, adjacent to your name (indicating)?

A. Yes, it is.

Q. You are, and have been, familiar with her signature, have you not? A. Yes, sir.

Q. Who was it wrote the "Nelly Don Loyalty League"?

A. I believe Miss Todd.

[fol. 1778] By Mr. Leary:

Q. In order, Miss Hartman, that it not be necessary to call you back here later, I wonder if you at this time

will state for me whether the names Rose K. Todd and Pauline Hartman on all of the checks you have handed me are the signatures of those two persons? Will you look at that entire group and state whether that is a fact?

A. Yes, they are.

Q. Now, Miss Hartman, I note that the last monthly statement you have handed me is for the month of July, 1937. A. Yes.

Q. Do you have any monthly statements for any period later than July, 1937? A. No, I haven't.

Q. Have you any explanation as to why you do not have them?

A. I simply haven't picked them up. We have this same balance.

Q. When you say you haven't picked them up, you mean you have not gone to the bank to obtain them?

[fol. 1779] A. That is right.

Mr. Langsdale: Is that July, 1937?

Mr. Leary: Yes.

By Mr. Leary:

Q. And as far as you know, there have been no checks written upon your account since the withdrawal of the \$750 on July 22, 1937, leaving a bank balance at that time, and as of the present date, of \$88.71?

A. That is right.

Q. Do you have any other financial records in your possession, Miss Hartman?

A. Yes, I do have.

Q. Will you state, please, what they are?

A. This (indicating) is merely an account showing the deposits on the proper dates, and the total checks issued, showing a daily balance from the bank.

This (indicating) is a record of the checks issued, merely a record of what you have there, the cancelled checks. And this (indicating) is the balance of the account. It is up to date, through March 6, 1939.

Q. The document you show me is a stenographic notebook, is it not?

A. It is just a notebook where I keep the record of all of the expenses and receipts.

Q. Miss Hartman, I notice you have in this book here certain entries for the year 1938 and for the year 1939. [fol. 1780] Now, are those expenses reflected in any way in your checking account, or did you handle them entirely by cash?

A. By check and by cash. I started that bank account in March, 1937.

These (indicating) are all checks through July 13, 1937. The balance is cash.

Q. Is it a fact, then, Miss Hartman, that you now have a balance of \$435.49?

A. This isn't brought up to date, because I have some bills I haven't paid out of there. It isn't complete. Our last activity has not been completed.

Q. Your record shows that on March 6, 1939, you had a balance of \$435.49?

A. That is right.

Q. Now, have you the records of your disbursements since that time?

A. It isn't complete. I have this here (indicating), but I don't have all of the bills.

Q. Are there any expenses of a major nature?

A. Only this one activity that we had, our picnic, in June.

Q. Did not your organization repay \$750 on the loan sometime in 1937? A. That is right.

Q. Would you be able to select that date from the [fol. 1781] records which you have? A. July 19.

Q. Has the remaining \$250 been repaid?

A. Yes, it has.

Q. On what date was that repaid?

A. On March 20, I believe.

Q. Do you have a record of that with you?

A. Yes. March 20.

By Trial Examiner Batten:

Q. What year? A. 1939.

By Mr. Leary:

Q. Are those two sections of the notebook which you have shown me the only sections that contain any writing or information pertaining to the Loyalty League?

A. That is right.

Q. They consist, do they not, of four pages all together? A. Yes.

Q. One, a group of three, and the last one a page entitled "Special Account"? A. That is right.

Q. Do you have any other financial records in your possession?

A. I have the itemized account of each activity — of the net profit of each activity.

Q. Will you let me see that, please?

A. (Handing the document to Mr. Leary.) This is October, 1938.

Q. That was a carnival and dance that you held?

A. That is right.

[fol. 1782] Q. Do you have any other records, or are all of your other records itemized accounts of your individual activities? A. That is right.

[fol. 1783] Cross-Examination.

By Mr. Langsdale:

Q. Miss Hartman, I assume that you didn't go to the bank with Miss Todd to negotiate the loan?

A. No.

Q. You don't know anything about the circumstances surrounding a negotiation of the note?

A. Only what she told me.

Q. Now, I see that you paid \$750 on it July 22, 1937?

A. That is right.

Q. Where did you get the money?

A. Well, part of that was made up from contributions from the employees.

Q. Well, have you any record of those contributions?

A. That is in my records you have there.

Q. You mean in this record (indicating)?

A. That is right.

(Whereupon, the record above referred to was handed by Mr. Langsdale to the witness.)

[fol. 1784] A. (Continuing) Right here, this figure, \$501.10.

Q. Now, you show that \$501.10 as of the date of the 13th of May? A. Right.

Q. How did you get \$501.10 from the employees on the 13th of May?

A. Well, each employee, I believe it was 50 cents was taken up during that week. I just accumulated it at that time. It was given to me and I totaled it at that time.

Q. Well, how did they give it? Did you go around from machine to machine and collect the 50 cents?

A. I do not know about that.

Q. Have you any idea at all when and where the employees contributed 50 cents apiece?

A. No, I do not know.

Q. Well, from whom did you get the money?

A. From the representatives of each department.

Q. That is, those representatives who were representatives in the Loyalty League? A. That is right.

Q. And how they got the money, or when or where, you haven't any idea? A. That is right.

Q. Now, you have as of the 21st of May, \$71.50?

A. Yes. That is a balance of cash.

[fol. 1785] Q. Where did you get that?

A. That is the balance of that figure (indicating).

Q. Well, that is some money you also got from the representatives of the different departments, that is, the Loyalty League representatives?

A. No. Let me see. I don't have any notation on that. Well, that was cash that was deposited at that time.

Q. I know, but where did you get the cash?

A. That was from that same source. It was all that employees' contribution.

Q. That was from the Loyalty League representatives then? A. They turned in the money.

Q. Did you keep any record of the amount that was turned over to you by each representative of each department? A. No, I didn't.

Q. Is this the only record you have of \$501.10 and \$71.50? A. That is right.

[fol. 1786] Q. Now, this one page, entitled "Special Account," is the only record you ever kept of the receipts

and the disbursements of the Nelly Don Loyalty League?
[fol. 1787] A. That is right.

Q. Miss Hartman, I show you this loose-leaf page in the notebook which has been marked I. L. G. W. U. exhibit No. 12. That is a page from which you have been testifying about the cash of \$501.10 and \$71.50; that is correct, is it? A. That is right.

(The notebook page above referred to was marked for identification "I. L. G. W. U. Exhibit No. 12.")

Q. And that, with the \$1,000 that you got from the First National Bank, are all of the receipts that you have noted for the Nelly Don Loyalty League?

A. In addition to this, what I showed you up here (indicating).

Q. Exhibit No. 12 is in pencil, the notations, that is correct, is it? A. Yes.

Q. Where is the other page you showed me?

[fol. 1788] Trial Examiner Batten: There are four pages there, so that will be No. 13-A, 13-B, and whatever it is.

Mr. Langsdale: There are only three.

The Witness: Yes. I thought there were four.

By Mr. Langsdale:

Q. In addition to I. L. G. W. U. exhibit No. 12, you have in this loose leaf notebook, in pencil, some other records on the pages that have been marked I. L. G. W. U. exhibit No. 13-A, 13-B, and 13-C, have you?

A. That is right.

(The notebook pages above referred to were thereupon marked for identification "I. L. G. W. U. Exhibits Nos. 13-A, 13-B, 13-C.")

Q. Those are all of the records that you have ever kept of the receipts and disbursements of the Nelly Don Loyalty League since its creation in the early part of 1935?

A. In addition to what you have on your desk.

Q. Have you any other records of disbursements?

A. No.

Q. Of receipts? A. No.

Q. What I have on my desk are checks and bank statements? A. That is right.

[fol. 1789] Mr. Ingraham: Just a minute, Mr. Langsdale I understood the witness to testify this morning about some other papers that were records of entertainments that she had.

Mr. Langsdale: Here they are.

The Witness: That is what I am referring to.

Mr. Ingraham: I thought she handed some loose papers to somebody. Have you got those?

Mr. Langsdale: Will you pick out of these any other records of receipts or disbursements that you have kept of the Nelly Don Loyalty League?

(Whereupon, the above requested documents were handed to Mr. Langsdale by the witness.)

By Mr. Langsdale:

Q. Now, you have handed me a sheet of paper typewritten which is headed "Loyalty League Dance, 11-22-35", have you?

A. That is right.

Q. That is typewritten?

A. That is right.

Q. And you have handed me a sheet of paper which is marked "L.L. Dance, Stueben Club, 11-20-36"?

A. That is right.

Q. That is the record of the receipts and disbursements for some entertainment given on the 20th of November, 1936, at the Steuyben Club?

A. That is right.

[fol. 1790] You have handed me a sheet of paper which is headed "Loyalty League Dance, Plaza Hall, 2-5-37"?

A. That is right.

Q. Is that a record of the receipts and disbursements of that dance?

A. That is right.

Q. And that is typewritten?

A. That is right.

Q. You have handed me a sheet of paper which is dated "April 17, 1936" and headed "Dance, Stueben Club". Is that a record of the receipts and disbursements of that dance?

A. That is right.

Q. That is in typewriting?

A. That is right.

Q. And you have handed me a sheet of paper which is dated 4-29-38, and it is headed "Loyalty League May Dance, Scottish Rite Temple."

A. That is right.

Q. Is that a record of the receipts and disbursements of that dance?

A. That is right.

Q. That is in typewriting?

A. That is right.

Q. You have some notations at the bottom. Are they in ink or pencil?

[fol. 1791] A. Pencil.

Q. This pink sheet of paper, entitled "L. L. Dance, 11-20-36, Stueben Club", is that in pencil?

A. Pencil.

Q. You have handed me a sheet of paper dated 10-29-38, entitled "Loyalty League [Carnial] and Dance, Ararat Temple".

A. That is right.

Q. Is that a record of the receipts and disbursements of the dance given on that date?

A. That is right.

Q. At that place?

A. That is right.

Q. And that is in ink?

A. Right.

Q. And you have handed me a sheet of paper dated 2-12-36, entitled "N. D. L. L. Valentine Dance, Pla-Mor"?

A. That is right.

Q. Is that a record of the receipts and disbursements of that party?

A. That is right.

Q. And that is in ink?

A. That is in pencil.

Q. Is that pencil? That is in pencil?

A. That is right.

Q. Now, those are all the records that you ever kept of [fol. 1792] any of the receipts and disbursements of the Loyalty League?

A. That is right.

Q. These records kept on I. L. G. W. U. Exhibit 13, A, B, C, purport to be records of receipts and disbursements from January 1, 1936, to March 6, 1939?

A. That is right.

[fol. 1793] Mr. Langsdale: We offer these checks which have been identified as Board's exhibits Nos. 21-A to 21-O, inclusive.

Mr. Stottle: Respondent makes its continuing objection to these exhibits.

Trial Examiner Batten: You may have a continuing objection.

Mr. Lane: We make our general objection.

Trial Examiner Batten: That is, the same continuing objection you have made?

Mr. Lane: Yes.

Trial Examiner Batten: I will reserve decision on the offer.

By Mr. Langsdale:

Q. Miss Hartman, I hand you this sheet of paper which has been marked Board's Exhibit No. 22, which purports to be a record of an account kept in the First National Bank. A. That is right.

(Thereupon the statement above referred to was marked for identification "Board's Exhibit No. 22.")

Q. Is that record in your handwriting or in the handwriting of someone connected with the bank?

A. It is mine.

Q. That is a record you made?

A. That is my own record.

Q. I note that you have as of May 24, 1937, a deposit [fol. 1794] of \$229.89 in the First National Bank. Where did you get that money?

A. That is probably made up of some money I had on hand.

Q. Do you know where you got it?

A. I can't tell you without going over all of those records again.

Q. Have you any records to show you where you got the money on deposit that day?

A. No, only the records you have.

Q. Will you look at them and tell me where you got it?

Trial Examiner Batten: Miss Reporter, a while ago you marked the pages showing the receipts Union's Exhibit No. 12 and the disbursements Union's exhibit No. 13-A, B and C. I want those numbers withdrawn and changed, Union's exhibit No. 12 to Board's exhibit No. 23, and Union's exhibit No. 13-A, B, and C withdrawn and changed to Board's exhibit No. 24-A, B, and C.

(Thereupon the exhibits above referred to were withdrawn as I. L. G. W. U. exhibit No. 12 and I. L. G. W. U. exhibit No. 13-A, 13-B, and 13-C, and marked for identification "Board's Exhibits Nos. 23 and 24-A, 24-B, and 24-C.")

By Mr. Langsdale:

Q. Have you figured out where you got the money?

A. I am not able to tell you the exact amount. It no doubt is made up of this one item of \$127.63, on February [fol. 1795] 22, plus \$68.50, an item on May 4. That totals \$196.13, leaving a difference of \$33, which I no doubt used as the money I had on hand.

Q. Where were you keeping that money in February, 1937?

A. I always kept cash on hand. I made no attempt to deposit all of the money in the bank.

Q. Where did you keep that? A. Down in the safe.

Q. In the office?

A. In the office. I had no other place to keep it.

Q. In your opinion those two items you have mentioned are part of the \$229.89? A. That is right.

Q. You don't know where you got the balance of it?

A. It was just the cash I had on hand at that time, but I don't have an analysis of this item.

Q. What are those dates?

A. The dates I called to you?

Q. Yes. A. February 22.

Q. And that was how much? A. \$127.63.

Q. You had that money, and borrowed \$1,000 from the bank?

A. Yes. This was the proceeds of the dance at the Plaza Hall.

[fol. 1796] Q. But you still had the money, and you borrowed the money from the bank? A. Yes.

Q. What is the other item? A. \$68.50.

Q. What is the date of that?

A. May 4. That was the date of the deposit.

Q. That was obtained where?

A. That was the proceeds of a dance at the Pla-Mor.

Q. These checks that are marked Board's exhibit 21-A to O, inclusive, all of the checks were drawn on the account in the First National Bank of the Nelly Don Loyalty League? A. That is right.

Q. Do you say to the Examiner that you never saw a constitution of the Nelly Don Loyalty League?

Mr. Patten: We object to that. It is repetitious — going over the same ground the Board has gone over.

Mr. Langsdale. It is preliminary.

Trial Examiner Batten: If it is a preliminary question you may ask it. She has already testified to that, that she has never seen one or heard of one.

The Witness: The question was asked, had I seen one? I said no.

By Trial Examiner Batten:

Q. Had you ever heard of one? A. No.

[fol. 1797] By Mr. Langsdale:

Q. I notice these checks are signed "Rose K. Todd and Pauline Hartman."

A. That is right.

Q. How did it happen that you signed those checks with those two names?

A. I think perhaps the bank requested two signatures.

Q. Well, do you know anything about that?

A. No, I don't.

Q. Where did you get the information that the bank requested two signatures?

A. Miss Todd told me to go down and put my name on a signature card at the First National Bank.

Q. Which you did? A. Which I did.

Q. And did you observe that her name was there?

A. Yes.

Q. Have you any idea when she went out of the office as president of the Nelly Don Loyalty League?

A. It was early in 1937. I can't tell you exactly when.

Q. Have you any idea at all?

A. It seems to me it should be May of 1937. I am not positive.

Q. Well, I note here that Board's exhibit No. 21-J, dated July, 1937, signed "Nelly Don Loyalty League, by Rose K. Todd."—Was she president at that time?

[fol. 1798] A. She was president at that time, yes.

Q. When she signed this check dated July 19, 1937?

A. I believe she was.

[fol. 1799] Q. You think she was president then when she signed all of these checks?

A. I don't know the date. Let me think.

Q. Well, they all are dated April 1 to July 19, 1937. All of them signed "Donnelly Loyalty League by Rose K. Todd and Pauline Hartman." Was she president during all of that time?

A. I know she was president up to about, I think it is May. I am not positive. Now, whether or not we did not have her name taken off of the signature card on that, I do not know.

Q. I note that the balance of this note which has been marked Board's Exhibit 19 was paid on March 20, 1939. I don't see any check. Do you know how that payment was made?

A. That was made in cash.

Q. Well, how do you know that?

A. Because I had the money.

Q. You took the cash over there?

A. That is right.

Q. And you paid the cash?

A. For the balance of the note, that is right.

Q. Can you show me anything on your records about having that cash on hand at that time?

A. July, 1937, the balance was \$309.82.

Q. That was your bank balance?

A. This is made up of the bank balance and cash on hand. I have another sheet showing the bank account at all times.

[fol. 1800] Q. Well, will you show me the other sheet so I can see what was the bank account and what was the cash?

A. Well, we actually had \$88.71 in the bank. The balance was cash on hand.

Q. And you, on March 20, 1939, then paid the balance of this note of \$250 partly in cash and partly in check?

A. No, I paid it in cash.

Q. Do you remember how much interest you paid at that time? A. \$23.92.

Q. When?

A. Wasn't that the difference? That is what it is, \$273.92. I have a sheet here.

Q. Now, I hand you this, what has been marked as Board's Exhibit 25, and ask you to state what it is, if you know.

A. That is a statement from the First National Bank, the balance of our loan plus the interest.

(Thereupon, the document above referred to was marked as "Board's Exhibit No. 25" for identification.)

Q. The total is \$273.92? A. That is right.

Q. You say you paid that all in cash?

A. That is right.

Mr. Langsdale: The Board offers its Exhibit 25.

Mr. Stottle: Respondent makes the same continuing [fol. 1801] objection to this exhibit.

Mr. Langsdale: I think that is all.

By Mr. Stottle:

Q. Miss Hartman, did the Donnelly Garment Company or the Donnelly Garment Sales Company ever pay or contribute any money to the Nelly Don Loyalty League?

A. They did not.

Mr. Leary: I object to that.

By Mr. Stottle: Miss Hartman—

Trial Examiner Batten (interrupting): What is the basis of your objection?

Mr. Leary: It calls for a conclusion. I think she might say what was said or done, but as to whether or not they made a payment, I don't think she is in a position to testify.

Trial Examiner Batten: It may stand.

By Mr. Stottle:

Q. Well, did you receive, as Treasurer of the Nelly Don Loyalty League, any money from the Donnelly Garment Company or the Donnelly Garment Sales Company?

A. I did not.

Q. Miss Hartman, I believe you testified that in answer to one of Mr. Langsdale's questions, that Miss Todd may have continued to sign checks after she resigned as President of the Loyalty League, on account of her name not having been changed at the bank? A. That is right.

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[fol 1802]

JACK MCCONAUGHEY,

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Leary:

Q. State your name and address, please.

A. Jack McConaughy, 3104 Paseo.

Q. By whom are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed there?

A. Nine years.

Q. Are you a member of the Donnelly Garment Workers' Union? A. I am.

Q. How long have you been a member?

A. A little over 2 years.

Q. Are you the treasurer of the organization at this time? A. Yes, sir.

Q. Have you always been the treasurer of the organization? A. No.

Q. Who was the first treasurer? A. Mr. Fred Brown.

Q. Who was he? A. Beg pardon?

Q. Who was he?

A. He is in the cutting department.

Q. When did you become treasurer?

A. In April of 1938.

Q. Do you have in your possession now the official treasury records of the organization? A. Yes, sir.

Q. And do those records indicate the receipts and disbursements from the time the organization began?

A. They do.

[fol. 1804] Q. Do you have those 1937 records of Mr. Brown now? A. Yes, sir.

Q. Will you look at those records and tell me the first date on which any rent was paid to the Donnelly Garment Company for the use of space in the building known as the Thomas Corrigan Building, at 1828-30 Walnut Street, Kansas City, Missouri? A. In April of 1938.

Q. On what date? A. The 22d.

By Mr. Langsdale: April, 1938?

A. The 22d of April, 1938.

By Mr. Leary: To what book are you referring now, Mr. McConaughy?

A. I am looking at the cash disbursements and cash receipt books.

Q. And that, is that the ledger page for the month of April, 1938? A. It is.

[fol. 1805] Q. Will you point out that entry to me, please?

A. There, the third entry from the bottom (indicating).

Q. That shows that you paid on April 22, 1938, \$33.00; is that correct? A. Yes, sir.

Q. And for what rentals and on what dates of rent does that entry cover?

A. I don't know what dates. It covers a year's rental.

Q. Is that a year in advance?

A. It is a year past. We don't know how many meetings we are going to have. We couldn't very well pay them in advance.

Q. You knew, then, in April, 1938, how many meetings you had had in the past. Is that right?

A. That is right.

Q. So you decided to pay the company for all the meetings you had in the last—

A. (Interrupting) Yes, sir.

[fol. 1806] Q. How many meetings had you had from the time your organization started until April 22, 1938?

A. That was paid on the basis of \$3 a meeting, which would be eleven meetings.

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[fol. 1807] Q. I show you what has been marked for identification Board's Exhibit No. 26 and ask you to state briefly what that is.

A. A list of the dates of meetings, the first one beginning May 11, 1937, and ending with April 5, 1938.

(Thereupon, the list above referred to was marked for identification "Board's Exhibit No. 26.")

Q. That is the document to which reference has been made in my questions just previous regarding the name of "Marvin," and in whose writing it is, and so forth?

A. Yes.

Q. It is in Miss Todd's handwriting, and "Marvin" at the top refers to Marvin Price; is that correct?

A. Yes, sir.

[fol. 1808] Mr. Leary: The Board offers its exhibit No. 26.

Mr. Stottle: Respondent objects that it is immaterial and does not seem to throw any light upon the issues in this case.

Mr. Patten: Intervener has no objection.

Trial Examiner Batten: It will be received.

(Thereupon, the list previously marked, as above set out, "Board's Exhibit No. 26, was received in evidence.)

By Mr. Leary:

Q. What was your position at the company on April 27, 1937?

A. I was working in the service department, taking calls on complaints where the machines broke down.

Q. Were you a mechanic? A. No, sir.

Q. Is the service department sometimes referred to as the mechanical department? A. Yes, sir.

Q. Who notified you that the April 27 meeting would be held?

A. I believe I heard it over the telephone. The telephone operator called on one of our house phones.

Q. What did the telephone operator tell you?

A. That Rose Todd had asked the employees to gather on the second floor for a meeting.

[fol. 1809] Q. What do your records show, Mr. McConaughy, as to the money paid Mr. Frank Tyler?

A. Well; there are different entries throughout the book, Mr. Leary. I couldn't tell you in a round sum what has been paid Mr. Tyler.

Q. You start at the beginning of your book and tell me what has been paid to him.

A. All right. (Referring to book.)

The first entry is on the 23rd of November, 1937. Check to Gossett, Ellis, Dietrich and Tyler, \$1,000.

The next entry is on the 10th of January. Gossett, Ellis, Dietrich and Tyler—Pardon me. Do you want all checks [fol. 1810] to Gossett, Ellis, Dietrich and Tyler, or only those for legal services?

Q. Only for legal services. Do you have others for printing your briefs, and so forth? A. Yes.

Q. I am not concerned with those at the present.

A. The next entry for legal service is, January 28, 1938, a check for \$250. On March 22, 1938, an entry of a check to Gossett, Ellis, Dietrich and Tyler for \$600.

In April of 1938, the 13th, there is an entry for \$650.

On July 19, a check to Gossett, Ellis, Dietrich and Tyler for \$500.

On August 29, 1938, Gossett, Ellis, Dietrich and Tyler, \$250. On September 8, 1938, Gossett, Ellis, Dietrich and Tyler, \$250.

On May 16, 1939, Gossett, Ellis, Dietrich and Tyler, \$2,000. That is the last entry.

Q. Are there any amounts due and owing Gossett, Ellis, Dietrich and Tyler which are unpaid now?

A. Yes; there is a balance of \$4,000 owed to Gossett, Ellis, Dietrich and Tyler at the present time.

Q. Have you been rendered a bill for that amount?

A. We have.

Q. Where is that bill?

[fol. 1813]

Cross-Examination.

By Mr. Langsdale:

Q. I refer you to Board's Exhibit 26, which purports to be a pencil memoranda of meetings held by the Donnelly Garment Workers' Union for which rent was paid, a total amount of \$33.00. I note that on this exhibit is check No. 81.

A. That is right.

[fol. 1814] Q. Have you that check?

A. We have the cancelled checks, I believe. It would be April or May of '38. There is check No. 81.

(Thereupon, the check above referred to was handed by the witness to Mr. Langsdale.)

Q. Now, check No. 81 is drawn on the First National Bank, dated "Kansas City, Missouri, April 22, 1938," made payable to the Donnelly Garment Sales Company and the Donnelly Garment Company, \$33.00, signed "Donnelly Garment Workers' Union, Rose K. Todd, J. V. Brown"; is that correct? A. F. V. Brown.

Q. Who was F. V. Brown?

A. It was Fred Brown, the treasurer at that time.

Q. You became treasurer when?

A. I was elected in April, took the books over in May of 1938.

Q. The First National Bank is where you kept the Donnelly Garment Workers' Union account?

A. Yes, sir.

[fol. 1816] Q. When the Donnelly Garment Workers' Union was formed, you were, you stated, in the mechanical department.

A. That is right.

Q. You are not a machinist? A. No, sir.

Q. You just took the calls? A. Yes, sir.

Q. Some one else did the repair work? A. Yes, sir.

Q. Were you the head of that department?

A. No, sir.

Q. What would you call yourself?

A. Well, I was called everything. I never knew what to call myself.

By Trial Examiner Batten:

Q. Did you receive all the calls from all over the plant?

A. When I was there, yes. There was three phones there. If a machine would break down, or anything, they would call there, and I merely relayed it to the mechanics.

Q. How would you relay it to the mechanics?

A. I have a call board that I would reach out, and we had a coding for that, where the machine was.

Q. Just what would the call board show? Suppose I [fol. 1817] was a mechanic and I come in and I looked at the call board. What would it indicate?

A. Well, it would indicate the location of the machine and what was the matter with the machine, the time the call came in, the time it was answered, and the time it was finished being repaired.

Q. How would I know, supposing there was half a dozen, would I take the one that came in the soonest? Is that right? A. That is right.

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[fol. 1825]

WAVE TOBIN,

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Leary:

Q. State your name and address, please.

A. Wave Tobin, the Aladdin Hotel, 1215 Wyandotte.

Q. By whom are you employed?

A. By the Kansas City Joint Board of the International Ladies' Garment Workers' Union.

Q. Of what is the Kansas City Joint Board of the International Ladies' Garment Workers' Union composed?

[fol. 1826] A. The Kansas City Joint Board is made up of representatives of each local that we have in Kansas City.

Q. How many locals do you have in Kansas City?

A. Seven.

Q. And is there one local for each company with which you have contracts or agreements? A. No.

Q. Or do some of your locals encompass more than one shop? A. Yes, they do.

Q. How many shops in Kansas City are there with whom your organization has agreements?

A. There are about, I think, fifteen shops.

Q. Where are the International Offices of the International Ladies' Garment Workers' Union?

A. The International office, at 3 West 16th Street, New York.

Q. Do you know who the officers of the organization are at this time?

A. The president is David Dubinsky. He is the president and secretary-treasurer, and the general executive board is made up of twenty-one vice presidents.

[fol. 1828] Cross-Examination.

By Mr. Ingraham:

Q. Mrs. Tobin, you are familiar with the contracts the International has made with garment companies located in Kansas City? A. I am.

Q. I will hand you Respondent's exhibit No. 2 and ask you if these are photostatic copies of contracts which the International has with other garment manufacturers in Kansas City.

A. There are two contracts here, one for the Liberty, and one for the Mayfair, which were the contracts negotiated in 1937, but have since been renewed with changes. The others are the contracts that are in force now.

Q. What are the names of the other companies?

A. Missouri, Gernes, and Gordon.

Mr. Ingraham: Respondent offers in evidence exhibit No. 2.

[fol. 1829] Mr. Leary: Now, I object to that, Mr. Examiner, as being entirely incompetent, immaterial, and irrelevant. It has no bearing on the issues in this matter that we are trying now.

Mr. Ingraham: Mr. Examiner, counsel for the Board and counsel for the International have called the Exam-

iner's attention to various provisions in the Donnelly Garment contract with the Donnelly Garment Workers' Union. I want to show that similar provisions are in the contracts that the International makes with other garment manufacturers.

Mr. Langsdale: The International Ladies' Garment Workers' Union objects to the exhibit for the reason that the only purpose of offering the contract with the Donnelly Garment Workers' Union and the Donnelly Garment Company and the only purpose of calling attention to any provisions thereof was upon the question of whether or not there was bargaining as provided by the Wagner Act. The provisions of these contracts are in no way material. The comparison between these and the contracts between the Donnelly Garment Workers' Union and the Donnelly Garment Company are in no way material. The only question is, were the contracts made with the Donnelly Garment Workers' Union and the Donnelly Garment Company the result of collective bargaining by a free and independent union, as provided by the Wagner Act and the National Labor Relations Act?

[fol. 1830] Trial Examiner Batten: Mr. Leary, do you agree with Mr. Langsdale that the only purpose of the Donnelly contracts and the questions with respect to them was for the purpose of showing what negotiations were conducted, and that is all?

Mr. Leary: That is it, yes.

Trial Examiner Batten: Of course, if that testimony is limited, as you say it is, I will reject the offer of these contracts, because any comparison of the contracts would be unnecessary.

By Mr. Ingraham: Mrs. Tobin, you are familiar with the Gernes Garment Company contract with the International, are you not? A. Yes.

[fol. 1831] By Mr. Ingraham: I will ask you if that contract did not contain the provision that "Present prices for piece workers shall remain intact and shall be based on a basis that not less than 75 per cent of the workers in the different departments of the shop shall be able to earn not less than \$15 per week per capita."?

Mr. Langsdale: The International Ladies' Garment Workers' Union objects to the question for all of the reasons heretofore stated as objections to the offer of the contract itself.

Trial Examiner Batten: Sustained.

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[fol. 1834]

THOMAS C. BOURKE,

a witness called by and on behalf of the National Labor Relations Board was examined and testified as follows:

Direct Examination.

By Mr. Foster:

Q. State your name and address, please.

A. Thomas C. Bourke, 644 West Sixtieth Street Terrace.

Q. Mr. Bourke, what is your position or occupation?

A. President of Corrigan Properties, Inc.

Q. Does Corrigan Properties, Inc., have a lease with reference to the Corrigan Building at 1828 Walnut Street, which is leased to the Donnelly Garment Company?

A. Yes.

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Mr. Leary: It is hereby stipulated by and between the parties to this proceeding that the Donnelly Garment Company has since June 25, 1935, leased space in the building located at 1828-30 Walnut Street, Kansas City, Mo., otherwise known as the Thomas Corrigan Building, from the [fol. 1835] Corrigan Properties, Inc., Kansas City, Mo.

On June 25, 1935, a rental agreement was consummated covering the top seven floors of the 10-story building, plus 1,500 square feet in the basement of said building at the rent of \$2,441 per month.

On July 24, 1936, the Corrigan Properties, Inc., consummated a rental agreement with the Donnelly Garment Company for the top eight floors of said building plus 1500 sq. ft. in the basement of said building at the rent of \$3,000 per month.

On May 10, 1937, the Corrigan Properties, Inc., consummated an agreement with the Donnelly Garment Company for all ten floors of the building, plus all of the basement, excepting the portions used for utilities, at a rental of \$3,500 per month. The total square feet of space in the basement of said building, [exclusive] of space used for utilities, is approximately 7,000 square feet.

On March 17, 1939, the Corrigan Properties, Inc., executed a rental agreement with the Donnelly Garment Company for all ten floors of the building, plus 7,000 square feet of basement space, at a monthly rental of \$3,565, which lease has until August 31, 1939, to run.

Trial Examiner Batten: Mr. Ingraham, is that stipulation satisfactory?

Mr. Ingraham: Yes.

Trial Examiner Batten: Mr. Tyler?

[fol. 1836] Mr. Tyler: It is agreeable to me, of course, subject to the objection that it is incompetent, immaterial and irrelevant.

Mr. Stottle: Mr. Examiner, respondent also objects that it is immaterial. We are stipulating as to the facts.

Trial Examiner Batten: When asking you about the stipulation I am not asking you to forego any objection. All you are agreeing to is the facts; whether or not they are relevant is an entirely different matter.

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Cross-Examination.

By Mr. Langsdale:

Q. Mr. Bourke, you have been handling that building, the entire building, the Corrigan Properties, Inc., for how long? A. Practically since it was built in 1921.

Q. Have you since the Donnelly Garment Company has occupied any part of it had any representative at the building?

A. About five years ago we turned over the management of the building to E. B. Murray and Company. Is that the management you have reference to?

Q. That is a realty company?

A. He is a real estate operator, yes. He is a building operator.

[fol. 1837] Q. Has there been anyone there representing either E. B. Murray or the Corrigan Properties, Inc., during the last five years?

A. Oh, yes, there has been somebody representing one or the other, I think.

Q. I mean, at the building. A. Yes, the employees.

Q. The employees of whom?

A. They are E. B. Murray's employees, as I understand it.

Q. Was there anyone there as manager of the building, of E. B. Murray?

A. Oh, I see what you mean. At the present time there is a man named Brady who is the manager of the building.

Q. Does he maintain an office in the building?

A. He has a desk there, yes. He doesn't spend his entire time there. I understand he spends some of it at another building.

Q. The boys who operate the elevator are whose employees? A. My understanding is they are Murray's.

Q. Do you know how long the first and second floors were vacant?

A. No, but I would say it was probably about three years, maybe four.

[fol. 1838] This is, immediately prior to May 10, 1937?

A. Yes.

Q. Prior to May 10, 1937, were those two floors used for any purpose at all? A. Not to my recollection.

Q. Let's be more specific. From January 1, 1937, to May 10, 1937, was either the first or second floor used by anybody? A. Not to my recollection.

Q. Was any rent ever collected by the Corrigan Properties, Inc., for any use that either of those floors was put to between January 1, 1937 and May 10, 1937?

A. Well, I would have to consult some sort of record to give you a definite answer on that, for this reason, it

is very possible that sometime during the period the second floor might have been used for a day or two or three days at a rental of a nominal sum. It seems to me at one time the Donnelly Garment Company did use the floor, or one of the floors down there for some temporary purpose, [fol. 1839] for just a matter of a few days. It was an inconsequential amount of money, so I don't recall the details, and I don't recall whether it was between the period January 1 and May 10, 1937. It might have been earlier than that, but it was somewhere in there.

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[fol. 1840] By Mr. Ingraham:

Q. Mr. Bourke, in 1937, prior to the execution of the extension agreement that you have referred to, did you advise the Donnelly Garment Company that if they extended the lease they would have to lease the entire building? A. When did you say I asked them that?

Q. In 1937.

A. Yes. That is when the extension agreement was made covering the entire building, yes.

Q. And that was your proposition, that the company take the entire building? A. It was my suggestion.

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[fol. 1841] By Mr. Tyler:

Q. Mr. Bourke, did either the Corrigan Estate or Murray have a man named Joe Appleby down there in charge of the building for a time?

A. Yes. He was an employee, as I recall it, of Mr. Murray.

Q. Of Murray? A. Yes, sir.

Q. And he had charge of the building during the time he was down there? A. That is right.

Q. Can you tell the dates he was down there now?

A. No, I can't [rell] you.

Q. Was he there in 1937? A. I think he was.

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Mr. Leary: Mr. Examiner, we have had prepared from the bank statements which were used during the testimony of Miss Hartman in regard to the Nelly Don Loyalty League this morning, the exhibit for which Board's Exhibit No. 20 was reserved. I now offer that exhibit.

[fol. 1842] (Thereupon, the document above referred to was marked as "Board's Exhibit No. 20" for identification.)

Trial Examiner Batten: Have the other attorneys been furnished with a copy of it?

Mr. Ingraham: Yes.

Mr. Leary: They all have, Mr. Examiner. I believe they all stated to me that they agree that the facts on Board's Exhibit 20 are the same as the facts and information contained on the bank statements that Miss Hartman was referring to; is that correct?

Mr. Ingraham: That is correct.

Mr. Tyler: That is correct.

Mr. Stottle: Mr. Examiner, that is subject to our continuing objection as to materiality as to the Loyalty League matter.

Trial Examiner Batten: It will be received subject to the objections of the respondent and the intervener, both that is, your continuing objections.

(The document heretofore marked as "Board's Exhibit No. 20" was received in evidence.)

Trial Examiner Batten: Board's Exhibit 21, in which I reserved a decision, will be received on the same basis, and Board's Exhibit 25, in which I reserved a decision, will be received on the same basis, subject to the same objections.

[fol. 1847] Mr. Foster: Mr. Examiner, I wish to state that the respective parties to this proceeding have signed a stipulation with reference to the nature and character of respondent's business, which I suggest be incorporated as part of the formal file of Board's exhibit No. 1, unless someone suggests to the contrary.

Trial Examiner Batten: That will be Board's exhibit No. 1-EEEE.

Mr. Foster: Will you mark this for identification?

(The stipulation above referred to was marked "Board's Exhibit No. 1-EEEE.")

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[fol. 1848] (Thereupon the stipulation ordered copied into the record will be found in words and figures, to-wit:)

"It is hereby stipulated and agreed by and between Donnelly Garment Company, International Ladies' Garment Workers' Union, Donnelly Garment Workers' Union, and Daniel J. Leary, attorney, Seventeenth Region, National Labor Relations Board, as follows:

I.

"1. Donnelly Garment Company, hereinafter referred to as respondent, is and has been since 1919 a corporation organized under and existing by virtue of the laws of the State of Missouri, having its factory and principal place of business at 1828 Walnut Street, Kansas City, Missouri,

and is now and has continuously been engaged in the business of designing, manufacturing, selling, and distributing low and medium priced ladies' garments chiefly of cotton, wool, acetate, rayon and linen content, under the trade name of "Nelly Don" and with the trade mark of a Nelly Don triangle. Respondent's garment business for the years 1937 and 1938 grossed over four million dollars (\$4,000,000) per year.

"2: Respondent, in the course and conduct of its business, causes and has continually caused over ninety-nine (99) percent of the materials used in the manufacture of its garments, including cotton, wool, acetate, rayon, and linen, to be purchased and transported via rail from and [fol. 1849] through States of the United States, other than the State of Missouri, to the Kansas City, Missouri, factory of respondent, and causes and has continuously caused approximately ninety-six (96) percent of the garments designed, manufactured and sold to be transported and distributed via rail from the Kansas City, Missouri, factory into and through States of the United States other than the State of Missouri, to customers and to approximately 2,000 stores located in all of the States of the United States.

"3: The Donnelly Garment Sales Company has been since 1935 a corporation organized under and existing by virtue of the laws of the State of Missouri with its office and principal place of business at 1828 Walnut Street, Kansas City, Missouri, and is now and has been continuously exclusively engaged in the business of selling and distributing ladies' garments so manufactured by respondent. The officers of Donnelly Garment Company are:

President and Treasurer
Vice-President
Secretary

Mrs. James A. Reed
Alex C. Green
R. J. Ingraham

"The officers of Donnelly Garment Sales Company are:

President
Vice-President & Treasurer
Secretary

Alex C. Green
Lee Baty
R. J. Ingraham

[fol. 1850]

II.

"It is stipulated and agreed that the operations of respondent have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and respondent is engaged in commerce within the meaning of Section 2 (6) and (7) of the National Labor Relations Act.

III.

"It is stipulated and agreed that this stipulation and the facts herein contained may be introduced and received into evidence in the hearing in the above entitled matter and have the same force and effect as if testified to by competent witness at said hearing.

"Dated at Kansas City, Missouri, this 30th day of June, nineteen hundred thirty nine (1939).

DONNELLY GARMENT COMPANY,
By R. J. Ingraham, Its Attorneys.

INTERNATIONAL LADIES' GAR-
MENT WORKERS' UNION,
By Clif Langsdale,
Jane Walker Palmer,

Its Attorneys.

DONNELLY GARMENT WORKERS'
UNION,

By Gossett, Ellis, Dietrick, Tyler,
Its Attorneys.

DANIEL J. LEARY, Attorney NLRB"

[fol. 1856] Trial Examiner Batten: Mr. Leary, Board's Exhibits 22, 23 and 24 have not been offered, and Mr. Ingraham I think your record is clear. Mr. Langsdale your Exhibits Nos. 1, 2, 3 and 9 have not been offered. Your Exhibits 12 and 13, of course, we changed the number on those, made those Board's Exhibit 23 and 24 and they have not been offered by the Board.

Mr. Tyler, all of your exhibits thus far have been offered and received.

Mr. Leary: Board offers Exhibits 23 and 24-A, 24-B, 24-D.

Trial Examiner Batten: Board's Exhibits 23 and 24 were those accounts; 23 was the special fund account of the Donnelly Loyalty League and 24 was the general fund account.

Mr. Stottle: Respondent makes its continuing objection to any of these exhibits that refer to the Loyalty League matters, and also, we haven't as yet had an opportunity to check the correctness of the figures.

Trial Examiner Batten: Well, of course, I might say this: that any exhibits which are received, of course, are received subject to correction if there are figures or dates [fol. 1857] that are found to be incorrect.

Mr. Stottle: Then, our continuing objection was as to the materiality of that Loyalty League evidence.

Mr. Tyler: Intervener renews its objection to any evidence in connection with the Loyalty League on the ground that it is purely a social organization, having no connection with the Donnelly Garment Workers' Union, and that any of its actions would not in any way be binding on the intervener, and that it is immaterial and irrelevant to any issue in this case.

Trial Examiner Batten: Well, they will be received.

(The documents heretofore marked as "Board's Exhibits Nos. 23 and 24-A, 24-B and 24-C" were received in evidence.)

[fol. 1858] Mr. Leary: Board offers what purports to be Miss Hartman's memoranda of the Loyalty League and special account maintained at the First National Bank, identified as Board's Exhibit 22. I will have this photostated, and ask permission to insert the photostat.

Trial Examiner Batten: It will be received subject to the same objections by respondent and intervener as to Board's Exhibits 23 and 24.

(The document heretofore marked as "Beard's Exhibit No. 22" was received in evidence.)

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Mr. Leary: Yes, I have several matters. I have the offer of proof that I desire to make at this time, in connection with certain sub-sections of paragraph 11.

Trial Examiner Batten: That will be marked Board's Exhibit 30.

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[fol. 1859] Mr. Ingraham (interrupting): Just a minute, Mr. Leary. What was the number of that last exhibit, the offer of proof?

Trial Examiner Batten: Board's Exhibit 30.

Mr. Ingraham: Well, the respondent objects to the exhibit 30 for the reason it is immaterial and irrelevant to any issue in this case, and refers to matters that occurred prior to the passage of the Wagner Act.

Mr. Tyler: Intervener makes the same objection.

Trial Examiner Batten: I will reserve the decision on it.

Mr. Leary: The Board at this time moves to strike from the complaint, in paragraph 11, subsection (h) and (j), and from subsection (o) the words "... Virginia Stoup, in October, 1935..." and the words "... and Lillian Wales ..." And to strike from subsection (p) of the same paragraph the names of all persons listed, with the exception of Ellen Fry, Glynn Brooks, and Mamie Tubbesing.

Trial Examiner Batten: The motion will be allowed.

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[fol. 1861] Trial Examiner Batten: In accordance with the stipulation, which is marked Board's exhibit No. 1-DDDD, the Board has served upon all of the parties certain testimony taken from the N. R. A. proceeding and the so-called Judge Miller case.

I think I explained to the attorneys that for the purpose of putting all of this testimony in one place so that it may be bound separately and not mixed up with all of the exhibits, I have designated all of these matters "N. R. A.-Judge Miller case" exhibits, beginning with No. 1, so that they will all be found in one place in the record with the testimony, the objections, and the rulings thereon.

The first exhibit, N. R. A.-Judge Miller case exhibit No. 1-A to BBBB is certain testimony which is offered by the Board from the N. R. A. proceedings and it consists of 80 pages.

N. R. A.-Judge Miller case exhibit No. 2-A, B, and C are the objections and motions of the respondent and intervener to strike the N. R. A. testimony offered by the Board. That is exhibit No. 1-A to BBBB, containing 80 pages, and the following ruling is made, endorsed on exhibit 2-A, B, and C, on sheet 2-C;—

Mr. Langsdale: How have you designated the objections?

Trial Examiner Batten: N. R. A.-Judge Miller case exhibit No. 2-A, B, and C.

The objection is overruled and the motion to strike is [fol. 1862] denied, and the acceptance of the testimony is not intended to enlarge the issues as defined by the pleadings, or to reverse the rulings heretofore made with reference to the introduction of evidence upon certain objections.

I want to say that proviso is attached to all of the rulings and will be hereafter attached to all of the testimony by the intervener, for the reason that in reading over the testimony I notice there have been some questions included

that refer to the so-called loyalty pledge which was signed by all of the employees, or refers to some other matters which during the course of the proceedings I have stated I would not entertain evidence on.

I didn't want any of the attorneys to think that because there were a few questions in there involving some of those matters that I was in any way reversing my rulings on those subjects.

Mr. Ingraham: Are you receiving in evidence the testimony of the different named individuals that testified in the N. R. A. case with regard to their discharge and those matters they testified to in the N. R. A. proceedings?

Trial Examiner Batten: I am receiving it in accordance with this ruling, the testimony in exhibit No. 1, subject to that proviso which I stated.

Mr. Ingraham: I don't understand what you are ruling out and what you are leaving in.

[fol. 1863] Trial Examiner Batten: I think if you take this and read it, Mr. Ingraham, you will understand just what I am receiving.

I have gone through the evidence and read it carefully and I find in some instances indirect reference to some of the matters which I have said I would not receive evidence upon, and I just want to make it clear that I am not reversing my rulings in opening up those two or three subjects for receipt of further testimony.

If there is any question about it after you go over it I will be very glad to clarify it.

Mr. Ingraham: Of course it will be necessary to go over that before we proceed with our evidence.

Trial Examiner Batten: If it meets with the satisfaction of the other attorneys, I have set aside N. R. A. Judge Miller case exhibit No. 3 for the N. R. A. testimony which

will be offered or may be offered by the respondent so that it follows right after this testimony.

Mr. Ingraham: Then, you mean the respondent, in view of your ruling allowing in the N. R. A. testimony, may itself offer N. R. A. testimony without waiving its objections to the materiality and relevancy?

Trial Examiner Batten: Surely. That is why I set aside exhibit No. 3. In case you do want to offer some of it, it will be marked exhibit 3.

[fol. 1864] And I have set aside exhibit No. 4 for any N. R. A. testimony the intervener may want to offer under the same circumstances.

N. R. A.-Judge Miller case exhibit No. 5-A to 5-GG is certain testimony offered by the Board from the Judge Miller case, consisting of 33 pages.

Exhibit No. 6-A, B, and C, the objections and motions to strike, of the respondent and intervener.

Exhibit No. 5-A to 5-GG, the objection to such testimony is overruled, and the motion to strike is denied; and the acceptance of the testimony is not intended to enlarge the issues as defined by the pleadings or to reverse the rulings heretofore made with reference to the introduction of evidence upon certain subjects.

[fol. 1865] 7 is reserved for the respondent, for such testimony as it may offer with respect to 5-A to 5-GG, and 8 is reserved for the intervener for such testimony as it cares to offer with respect to 5-A to 5-GG.

9-A to 9-CC is certain testimony from the Judge Miller case, offered by the Board, being the testimony of Sylvia Hull.

In the case of Exhibit 9-A to 9-CC, the respondent has indicated on the exhibit objections to certain questions through the entire testimony of 29 pages. The intervener objects to all of the testimony.

The rulings of the Trial Examiner are indicated on the various pages where the individual objections of the respondent appear, and as to the intervenor's objection, the objection is overruled and the motion to strike is denied and acceptance of the testimony is not intended to enlarge the issues as defined by the pleadings or to reverse rulings heretofore made with respect to the introduction of evidence upon certain subjects. The objections being marked 10-A, consisting of one sheet, and the rulings entered thereon.

11 is reserved for such testimony as respondent offers in connection with 9, and 11 is reserved for the intervenor for the same reason—

Mr. Tyler (interrupting): You mean 12?

Trial Examiner Batten: or 12, pardon me, for the intervenor [fol. 1866] vener.

NRA Judge Miller Case Exhibits 13-A to 13-R, consisting of 18 pages, is certain testimony from the Judge Miller case offered by the Board.

Exhibit 14 is the objections by the respondent to 13-A to 13-R, and the following ruling:

Objection is overruled and acceptance of the testimony is not intended to enlarge the issues as defined by the pleadings, and, further, it is not the purpose in accepting the testimony to reverse any rulings heretofore made with respect to the introduction of evidence upon certain subjects.

In the case of Exhibits 13-A to 13-R, the intervenor made no objection, and Mr. Tyler advises me that he would have no objection to that testimony. Is that correct, Mr. Tyler?

Mr. Tyler: That is correct

Trial Examiner Batten: Exhibit 14 has been reserved for such testimony as the respondent may offer with re-

spect to 13-A to 13-R, and 15 reserved for the intervener for the same purpose.

Mr. Stottle: Pardon me, Mr. Examiner. You have said Exhibit 14 was our objection.

Trial Examiner Batten: Pardon me. The reservation for the respondent is 15 and for the intervener is 16.

Now, I think that covers all of the testimony that has been offered by the Board or the International Ladies' [fol. 1867] Garment Workers' Union; is that correct, Mr. Leary?

Mr. Leary: So far as I know, it does, Mr. Examiner.

Trial Examiner Batten: Well, you are not contemplating any more, are you?

Mr. Leary: No, I am not.

[fol. 1868] Mr. Leary: Mr. Examiner, during the recess I was informed by the witness for the Board, Thomas Bourke, by telephone, that there were no rentals collected for the first and second floors of the building at 1828-30 Walnut for the period January 1, 1937, to May 10, 1937, and I believe Mr. Ingraham and Mr. Tyler are willing to agree that if Mr. Bourke were here, he would so testify.

Trial Examiner Batten: Is that correct?

Mr. Ingraham: Correct.

Mr. Tyler: That is satisfactory with me.

[fol. 1870] (Whereupon the hearing was resumed, pursuant to recess, at 2 p. m.)

Trial Examiner Batten: We are ready to proceed.

I think I should say, in connection with Mr. Leary's motion this morning to strike paragraphs (h) and (j) of the amended complaint, all testimony with respect to the two matters in those subparagraphs may be stricken from the record.

I want to further say, with respect to Mr. Leary's motion of June 21 to amend the complaint, the motion is allowed.

With respect to Board's exhibit No. 30, which was an offer of proof by the Board, the testimony which is attached thereto, Mr. Ingraham, and Mr. Tyler, I wish you would review that with a view of making such objections as you have to that testimony. And, Mr. Leary, you may present the witness referred to in your offer of proof subject to any objections the intervener or respondent has at that time.

And, Mr. Leary, will you have an original made of the testimony attached to Board's exhibit No. 30 so that Mr. Ingraham and Mr. Tyler may attach their objections to that to the original?

Mr. Leary: The original has been admitted as Board's exhibit No. 30.

Trial Examiner Batten: I want you to make another original so that it may be made a part of the N. R. A.-Judge [fol. 1871] Miller exhibits the same as we did this morning.

Mr. Leary: The format of Board's exhibit No. 30 is entirely different than that of the N. R. A.-Judge Miller testimony.

Trial Examiner Batten: I am simply saying I want to make it a part of the N. R. A.-Judge Miller exhibits. If you want to use a copy and that is agreeable to the respondent and intervener, you may do so.

[fol. 1872] Mr. Stottle: Mr. Examiner, respondent desires to file its motion to dismiss the complaint in its entirety.

Trial Examiner Batten: That will be marked Board's exhibit No. 1-FFFF.

[fol. 1873] (Thereupon the motion above referred to was marked for identification "Board's Exhibit, No. 1-FFFFF.")

Mr. Stottle: The grounds of the motion, Mr. Examiner, are that there has been no substantial evidence in the record to support any of the charges. In some instances there has been some evidence but it has been of a conjectural and speculative nature that would not be sufficient to constitute a case against the respondent.

Mr. Tyler: If the court please, the intervener wishes at this point to demur to the evidence of the Board and the International Ladies' Garment Workers' Union and move to dismiss the complaint on the grounds that the evidence introduced, if taken as true, would not be sufficient upon which to base any finding which would affect the rights of the intervener; it would be insufficient to base an order on just establishing the Donnelly Garment Workers' Union as bargaining representatives; it would be insufficient to base an order upon which would in any way cancel or affect the contract which the Donnelly Garment Workers' Union have with their employers, or their contract rights; it would be insufficient in any way to use as a basis for any decree, order, or judgment affecting the rights and interests of the intervener.

Trial Examiner Batten: Mr. Ingraham, do you have any further motions?

Mr. Ingraham: Yes.

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[fol. 1874] Mr. Stottle: Mr. Examiner, we have another motion to dismiss that goes to each of the paragraphs separately.

Trial Examiner Batten: The first is a general motion, and this is a specific motion.

Mr. Stottle: To practically all of the paragraphs, yes, but not every one of them. We will submit it at this time if you will give me a number.

Trial Examiner Batten: That will be Board's exhibit No. 1-GGGG.

(Thereupon the motion above referred to was marked for identification "Board's Exhibit No. 1-GGGG.")

[fol. 1890] Mr. Tyler: Yes. If the Court please, I wish to amplify the motion of the intervener heretofore made to dismiss by adding as a basis for that motion that no evidentiary basis for any finding that the union was organized by the company or is company dominated has been laid, and that therefore no finding could be made, because no evidence has been submitted as a basis;

That no basis has been laid for any finding that the company coerced or intimidated or influenced any employee in joining the Donnelly Garment Workers' Union;

And that no basis has been laid for any possible finding that the company contributed, directly or indirectly, financial aid or other aid to the Donnelly Garment Workers' Union;

No basis has been laid that the union is not a bona fide labor union, with all of the rights guaranteed such union under the Wagner Act;

[fol. 1891] And that no basis has been laid for any finding that the union is not a free will choice of the majority of the employees and is not entitled to representation of all of the employees in collective bargaining.

[fol. 1892] MRS. ELIZABETH GATES REEVES, a witness called by and on behalf of respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. State your name, please.

A. Mrs. Elizabeth Gates Reeves.

Q. Mrs. Reeves, are you employed at the Donnelly Garment Company?

[fol. 1893] A. I am.

Q. How long have you been employed at the Donnelly Garment Company? A. Eighteen years.

Q. Will you just state the different positions you have held with the Donnelly Garment Company?

A. I started out as a payroll clerk. Then I helped Mrs. Reed around the factory for a number of years. And then I became production manager, and now merchandise manager.

Q. When were you production manager?

A. I was production manager, I would say, from about 1924 to approximately June, 1935.

Q. Will you just state what the duties of a production manager are?

A. Well, the duties of a production manager are to oversee the workings of a factory or the productive parts of a factory. It starts with the cutting of the dresses, until they are completely folded and ready to go into the shipping department. They supervise the personnel in the factory.

Q. Now, Mrs. Reeves, will you describe for the Examiner the plan of manufacture at the Donnelly plant?

A. Well, in manufacturing our dresses the first step is the buying of the piece goods.

After the piece goods is purchased the garments are designed.

[fol. 1894] We create our own original models. After the model is designed, one operator, who is in the booth with the designer, makes the first model. After that has

been submitted and approved and accepted for the line the work begins, as far as matching up the trimmings and checking into the operations of just how this particular garment should be made.

To continue with the designing—

Q. (Interrupting) Just a minute. You mentioned its being accepted in the line. What do you mean by "line"?

A. Well, after a model has been designed and the Donnelly Garment Company decides that this particular style of garment should be put in its line of salesmen's samples, work starts as far as the actual planning of that garment is concerned.

Q. Is there a line gotten out by the company for each season in the year?

A. Yes. We have six different lines during the year.

Q. What are those seasons?

A. The first fall line, the second fall line, or holiday line, the first spring line, the second spring-line, the first summer line, and the mid-summer line.

Q. Now, will you go ahead, please, with what happens next?

A. After the model is definitely decided upon to be put into the line for selling, a pattern is made, very carefully. We use perforated patterns. The pattern makers mark those into one long—It is rather hard to [fol. 1895] describe. They mark it in the different sizes. We call them block patterns. They mark in the sizes. The sleeves, skirts and everything in that particular garment is marked out, and then it is perforated.

We use those same patterns throughout the season.

The value of the use of that perforated pattern is that we are sure of perfect cutting and our operators have a perfect garment to work with and they don't have to

worry if some operator comes along and cuts off a sleeve, they don't have to worry about what to do with that piece that is missing, and so forth.

While that part of the factory is planning and making our patterns another part of the factory is planning just how this particular garment should be made.

They write it out in detail, and describe in very great detail the instructions, as to whether an operation should put—For instance, on this dress (indicating), whether they should tuck these pockets or not. The next operation might be setting on the pockets after they are tucked.

As the next operation, a girl may be taking the skirt of this dress (indicating) and tucking that.

I am just using that as an illustration.

After that is all planned out in detail those instructions are sent down to the instructors, ready to be given out to the operators.

[fol. 1896] In the meantime the perforated [patters] I talked about a moment ago are sent down to the cutting department and the piece goods is spread up and we cut 142 layers deep, or maybe 100 or 125 dozen garments at a time.

After the garments are cut out, then the blocks, size 16, and so forth, are put over into the dividing department. We generally send down about 24 garments in a bundle. The front, back, sleeves, and so forth, size 16, are put in one bundle and sent to the operator, ready to sew.

In our planning department upstairs, which is in connection with my department, we plan in detail just what we are to cut, what styles are to be cut. Then, we take and figure out just how many—I say “we;” there is a young man there who is responsible for it, really. He figures out how many straight sewers will be needed on this, how many underarm seam binders, how many pocket girls, how many joiners, how many tuckers, how many zig-zag people, and so forth.

All of that detail work of planning is done upstairs on the tenth floor before it is sent down to the section. When it gets down to the section the instructor and the

floor girl who help the operators in order to carry on their work a little more efficiently and better, they give out these bundles of work to the different operators as they are classified, whether they be underarm seam binders, straight sewers, or what-not.

[fol. 1897] After the garment is manufactured it is thoroughly examined to see if there are any flaws in the construction of the dress. If the dress is perfect, it is then sent to the button and buttonhole department, hooks and eyes, and snaps, and it is then pressed and folded and sent in to the shipping department ready to be sent out to our customers.

Q. Mrs. Reeves, will you describe what assistance time workers give to the operators of the machines?

A. We have two time operators to every section of approximately 40 machines who—one helps out, if an operator doesn't know just how to handle an operation she shows her how to handle it. The other girl gives out thread, binding, lace, and bundles of work.

Q. The first girl you mentioned, is she what is called an instructor? A. Yes.

Q. And the second girl is—

A. —a floor girl.

Trial Examiner Batten: Is that the one that is sometimes called a thread girl?

Mr. Ingraham: I was going to ask her that.

A. Yes.

By Mr. Ingraham:

Q. Mrs. Reeves, will you name the executive heads of the various department?

A. Mr. George Keyes, Mr. Lee Baty—

[fol. 1898] Q. (Interrupting) Will you state the department that each is the head of?

A. Mr. George Keyes is in charge of sales, the order department, returned merchandise, and shipping.

Q. And Mr. Baty?

A. Mr. Baty is in charge of the production. He is production manager.

Q. Will you state how long he has been production manager? A. Since June, 1938.

Q. Now, what other heads are there?

A. Mrs. Stephenson is our credit manager. Mr. Bachofer is in charge of accounting, and office manager. I am in charge of merchandising. And I believe recently Mr. George Fitzgerald has been made advertising manager. Dewey Atchison is in charge of the cutting and the helping of the planning of the work. That is a recent duty, the planning of the work.

Q. Will you just state what departments come under the merchandising department?

Trial Examiner Batten: Mr. Ingraham, I don't think the witness mentioned—On this chart I asked you for there is the designing, the pattern, and the employment.

Mr. Ingraham: Yes.

By Mr. Ingraham:

Q. Who is in charge of the pattern and designing?

A. Mrs. Beulah Spilsbury.

[fol. 1899] Q. In charge of the personnel?

A. Mrs. Ella Mae Hyde.

Q. Does Mr. Baty have anything to do with that?

A. Yes. Mrs. Hyde is under Mr. Baty.

Q. Now, will you state what your work is as merchandise manager?

A. I am in charge of all of the purchasing, as to quantities, and so forth. I don't do the entire selecting. And then, I do the planning of what shall be cut and how much shall be cut.

Q. You mean, in charge of purchasing materials that are used in the manufacture of the garments?

A. Of purchasing everything.

Q. I will ask you, Mrs. Reeves, if the retail store is in your department?

A. Yes, directly—under me.

Q. Mrs. Reeves, what is sold in the retail store?

A. Remnants, notions—overstocks really.

Q. Mr. Reeves, I would like for you to describe the factory itself, the physical property, very briefly.

A. We have a 10-floor fireproof building, with windows on three sides.

I would say it is the most modern factory of its kind in the United States.

We have mostly daylight, and when it is necessary to use [fol. 1900] artificial lights we have plenty of them.

We have one entrance for all of the employees, both factory and office help and executives.

We have plenty of ice water, Coolerators, janitor service, maid service, and adequate washroom facilities.

Mr. Leary: I move to strike all of this witness' answers except the portion pertaining to the fact that it is a 10-story building as not being responsive.

Trial Examiner Batten: It may stand. I don't know that we need to know it in such detail. It is a good sales talk.

You may go ahead.

Q. (Continuing) We have hospital facilities, two trained nurses, a cafeteria, a recreation room for the boys, and a ladies' lounge where they can play cards and rest, and we have—Well, I think we have everything.

Trial Examiner Batten: Don't you have a little meeting room with a stage in it?

A. Yes. Downstairs we have an auditorium where the employees can give their own shows, or where we put on our style shows now.

I believe that describes it.

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Mr. Ingraham: Mrs. Reeves, I wish you would state [fol. 1901] whether or not in 1931 there was a change in the policy of the company in regard to increasing production and giving employment.

A. Yes. Up to 1931 it had been Mrs. Reed's policy to—

Mr. Leary (interrupting): Mr. Examiner, I believe this comes within the category of the testimony we are supposed to cover by the N. R. A. excerpts.

Trial Examiner Batten: Well, I think I spoke to Mr. Ingraham about that this morning. And of course the stipulation which you men drew provided that you might

call witnesses. However, I asked Mr. Ingraham if he would not present it in written form wherever he could. If it is necessary to ask a question or two, where you want to enlarge upon it, you may do so.

Now, of course, under the circumstances, if you prefer to call all of these witnesses and examine them, you have that right, but if you exercise that right I certainly think it is beyond the understanding which we had.

Mr. Ingraham: This is leading up to the evidence which the Board has submitted dealing with these matters that we are taking up in this N. R. A. case.

Trial Examiner Batten: I say, Mr. Ingraham, you may proceed.

Mr. Ingraham: I will not go into it in any detail like it was gone into in the N. R. A. proceedings.

[fol. 1902] Trial Examiner Batten: As I said this morning, and just now, if there is a question or two to get the proper connection between the testimony you want and that which has been given before, you may go ahead, but I certainly want you to stay within reasonable bounds.

By Mr. Ingraham:

Q. Go ahead, Mrs. Reeves.

A. Pardon me. Will you repeat the question, Mr. Ingraham?

Mr. Ingraham: Read the question, please.

(Thereupon the last question was read by the reporter.)

A. It was the policy not to put on people during the fall of the year, which in every wash dress industry is a slack season of the year, and the volume in summer would mostly more than take care of it.

In 1931, due to the fact that so many people were out of work, she changed her policy. As long as she had an excess of orders, she bought additional machines and put on a group of temporary workers. She put on approximately 100 in 1931, 100 more in 1932, as our spring and summer business warranted it, and another 100 in 1933, which we considered about 300 temporary or extra workers to take care of our summer rush.

Q. What occurred in 1934?

A. In 1934, due to a business slump generally, it was impossible for us to keep all of these extra employees busy, so we had to lay off, from July until October, approximately [fol. 1903] 300 people due to lack of work.

Q. I will ask you, Mrs. Reeves, if among the 300 employees that were laid off there was Ellen Fry, Tillie Shir-
lie, Pauline Lutz, Mamie Tubbesing, Thelma Owen, Glynn
Brooks, Nora McKee, Olive Thompson—

Trial Examiner Batten (Interrupting): Now, are we interested in that entire list?

Mr. Ingraham: Your Honor, the next question I intend to ask Mrs. Reeves is whether or not over half of these people were called back to work.

Trial Examiner Batten: Oh, well, then. I thought perhaps you—

Mr. Langsdale: If he is permitted to ask that we certainly want to disprove it on rebuttal.

Trial Examiner Batten: You go ahead and make your objections and I will pass upon the objections when they are made.

Mr. Ingraham: That is just what I don't understand. I understood Mr. Langsdale and the Board have offered evidence regarding these people, and their offers have been received.

Mr. Leary: Not regarding all of the persons you have named I suggest you read Board's exhibit No. 30 and note that it includes only three names.

Mr. Ingraham: But you submitted evidence on more than those three people, and the evidence has been received, [fol. 1904] as I understand it. You submitted evidence on about ten of them.

Trial Examiner Batten: You mean in some of those other exhibits this morning?

Mr. Ingraham: Yes.

Trial Examiner Batten: Of course if there is other evidence there with respect to their discharge it should be stricken out, shouldn't it, Mr. Leary?

Mr. Leary: If it is limited strictly to their discharge, yes, but as to discriminatory remarks, and so forth, made to these persons, I don't think it should be stricken.

Trial Examiner Batten: I will say now, if there is any such testimony, Mr. Ingraham, in the exhibit, it certainly wasn't my intention that any of that testimony should remain in there with respect to the discharge of these people except those three, and in the N. R. A. Judge Miller case exhibits Nos. 1 to 16 if there is any testimony of that nature it may be stricken, with respect to the discharge of all of the persons except—what were those three, Mr. Leary?

Mr. Leary: Tubbesing, Fry, and Brooks.

[fol. 1905] Mr. Ingraham: I will ask you whether or not—

Mr. Langsdale (Interrupting): Let me understand the Examiner. I offered the Judge Miller exhibit, the Judge Miller record of the testimony, with reference to some of these people who are not named in the three, by the Board, not for the purpose of proving an 8 (3), but for the purpose of showing other things that are pertinent and material to this hearing, and I don't know just what the Examiner means by saying that it is stricken. Do you mean for any purpose?

Trial Examiner Batten: I mean, Mr. Langsdale, exactly what I said.

Mr. Langsdale: I don't understand exactly what you said.

Trial Examiner Batten: Well, I think it is clear in the record. Mr. Reporter, will you read it, please?

(Whereupon the ruling of Trial Examiner Batten was read by the reporter.)

Mr. Langsdale: Now, I don't understand [that] you mean by "any testimony of that nature." There is certain evidence offered in these exhibits taken from the Judge Miller hearing with reference to other people than the three named by Mr. Leary, not offered for any purpose except to show other conclusions as to conduct of instructors, and surveillance, and matters of that sort, which I think is material and pertinent to this hearing. Do you mean by "tes-

timony of that nature" an 8(3)? Of course, I submit that [fol. 1906] we didn't offer it for that purpose.

Trial Examiner Batten: Well, if you didn't offer it for that purpose, then certainly my ruling can't in any way interfere with the purpose for which you offered it, Mr. Langsdale; I can't see that it does.

Mr. Langsdale: I didn't understand whether you were striking it out for all purposes.

Trial Examiner Batten: I stated very definitely just what it was being stricken out for.

Mr. Langsdale: Maybe I am dumb, but I didn't get it very definitely.

Trial Examiner Batten: Well, I am afraid the record will have to speak for itself.

By Mr. Ingraham:

Q. Mrs. Reeves, do you recall whether or not Ellen Fry, Glynn Brooks and Mamie Tubbesing were among the 300 persons that were let out in 1934?

A. They were.

Q. I will ask you to state whether or not there were any employees that were let out during 1934 for the reason of any union affiliations or activities, or any sympathy for any unions?

Mr. Leary: I object to that, Mr. Examiner, because it hasn't been shown that this witness knows why all the people down there were let out.

[fol. 1907] Mr. Ingraham: She was in charge of the factory.

Trial Examiner Batten: She may answer.

A. They were not.

Mr. Ingraham: Mrs. Reeves, I hand you Respondent's Exhibit 6, which is a newspaper article appearing in the Kansas City Star, February 26, 1937, setting out statements by Meyer Purlstein and Wave Tobin, and ask you if if you have read that article.

[fol. 1908] A. I did.

Mr. Ingraham: The respondent offers in evidence Exhibit 6.

Trial Examiner Batten: Do you have a copy of it?

Mr. Ingraham: Yes, I have.

Trial Examiner Batten: Do you mean, you offer this whole article?

Mr. Ingraham: Yes.

Trial Examiner Batten: For what purpose?

Mr. Ingraham: For the purpose of showing the situation at this time, and I will offer other articles up until April 23d, when Sylvia Hull and May Fike had their difficulty at the plant.

Trial Examiner Batten: Well, are you offering this, all the statements in here as being true?

Mr. Ingraham: If your Honor please,—

Trial Examiner Batten (interrupting): Or, not being true?

Mr. Ingraham: No, they are true. These statements were testified to in the Judge Miller case by Mr. Purlstein and Wave Tobin—by Mr. Purlstein:

Trial Examiner Batten: Well, Mr.—

Mr. Leary (interrupting): Well, I submit if they are true that you better bring in that testimony.

Trial Examiner Batten: Well, I might say that I don't like trying these Labor Board cases in the newspapers.

[fol. 1909] Mr. Ingraham: Well, Mr. Leary offered a long article of Senator Reed's, and it set out the background and the history, and I am showing our side of this background. Now, I am asking this witness—

Trial Examiner Batten (interrupting): Well, of course, you stipulated on that yourself, that if the reporter were called, he would testify that the statements contained therein were true as related to him.

Mr. Ingraham: Well, they have stipulated that the Judge Miller evidence can be accepted.

Trial Examiner Batten: Well, is this all contained in the Judge Miller testimony?

Mr. Ingraham: Yes.

Trial Examiner Batten: Well, then I will say you had better submit it as a transcript from that.

Mr. Ingraham: Well, I will prove as to the truth of this statement from the Judge Miller testimony, but I would like to examine this witness in regard to whether or not she read this and what occurred. As far as the facts being true, I will prove that by the Judge Miller evidence.

Mr. Leary: Well, I don't see in what direction Mr. Ingraham is pointing, Mr. Examiner, when he is going into this line of examination of this witness. I wonder if it is setting up an excuse for perhaps the discharges of Hull and Fike, or the formation of a Donnelly Garment [fol. 1910] Workers' Union, or is it a defense to some allegation in the complaint?

Mr. Ingraham: I am setting it up for the purpose of showing the situation.

Trial Examiner Batten: The general situation?

Mr. Ingraham: At that time.

Trial Examiner Batten: You mean, background?

Mr. Ingraham: That is right.

Mr. Tyler: If the court please, the intervenor will also wish to use it on the ground that we are trying motives here, and inner intent, and you can't adequately try a question of that kind without showing the situation, to show what things would affect their intent, or their actual motive. There is no other way to get at motive and intent without showing the surrounding circumstances and things that would influence it.

Trial Examiner Batten: Do you expect me to be able to determine people's inner feelings?

Mr. Tyler: I think Your Honor is going to have to determine what the motive was, and you have got to base it on surrounding influences that would —

Trial Examiner Batten (Interrupting): I am perfectly willing that you should have a reasonable amount of background, as the Board had in the NRA proceeding. They showed it almost entirely by transcript of that testimony. Now, if this means calling large number of witnesses for that purpose, I don't want to have the background, as I [fol. 1911] have said so many times in this case, become the picture.

Mr. Ingraham: I don't think it will result in that.

Trial Examiner Batten: Well, if you want to offer it on that basis, I will receive it on that basis, that you offer it for, Mr. Ingraham, but not for the purpose which Mr. Tyler stated that he expected to use it for.

(The document heretofore marked as "Respondent's Exhibit No. 6" was received in evidence.)

Mr. Langsdale: There is a lot of this stuff that can't be proved by the witness here. They quote Senator Hugh Johnson about the NRA code. Now, I would like to put all that in.

Trial Examiner Batten: Mr. Langsdale, I am not going to accept any newspaper article under any conditions to prove the truth or untruth of anything that is contained in it. If Mr. Ingraham wants to offer it as a newspaper article, for whatever it is worth, I will receive it. I am not going to accept newspaper articles as to the truth or untruth of anything that is contained in them.

[fol. 1912] Mr. Ingraham: Mrs. Reeves, do I understand you to say that you read that article? A. Yes.

[fol. 1913] Mr. Ingraham: What, if anything, happened at the Donnelly plant after that article appeared in the paper?

A. The employees were thoroughly indignant—

Q. (Continuing) And as a result of their indignation, why, they got up a petition to present to Mrs. Reed, stating just what their feelings were toward the Donnelly Garment Company and their working conditions.

Trial Examiner Batten: Now, is this the petition that we have all been trying to get in here for three weeks?

Mr. Ingraham: No. This is the petition that was received in evidence.

Trial Examiner Batten: I see.

[fol. 1914] Mr. Ingraham: What is the number of that petition?

Mr. Leary: I. L. G. W. U. Exhibit No. 10.

By Mr. Ingraham:

Q. Mrs. Reeves, in the case before Judge Miller in the Federal Court, did you have occasion to see the original of this document which is I. L. G. W. U. Exhibit 10?

A. I did.

Q. And was that the petition that you referred to when you said the employees circulated a petition? A. It was.

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By Mr. Ingraham:

Q. Do you know whether or not there was a newspaper article in the Kansas City press on or about March 6th, purporting to set forth the speech of David Dubinsky made in Kansas City?

A. I believe so. I think I have seen that article.

Q. I will ask you, Mrs. Reeves, if on or about March 9, the Donnelly Garment Company received a letter from the International Ladies Garment Workers' Union, on or about March 9, 1937? A. Yes.

[fol. 1915] Q. I will hand you Respondent's Exhibit 7, and ask you if you read that article that appeared in the Kansas City Journal Post on March 6, 1937.

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A. Yes.

Mr. Ingraham: Respondent offers Exhibit 7.

Trial Examiner Batten: Do you have a copy of that?

Mr. Ingraham: I haven't, your Honor.

Trial Examiner Batten: Let me see that, please.

(Whereupon, the document above referred to was handed to the Examiner by Mr. Ingraham.)

Trial Examiner Batten: Well, now, it seems to me that we are getting into this political argument, apparently, between Dubinsky and Mr. Reed, which we certainly aren't interested in here. If those two men happen to have a feud, I don't know why everybody else has to suffer for their feud.

Mr. Ingraham: Your Honor, I submit it will show the situation that existed and what now will follow—

Mr. Langsdale (interrupting): Is this the March 6 item in the paper?

Mr. Ingraham: Yes.

Trial Examiner Batten: Now, here is the thing: are you going to introduce the newspaper articles of the whole [fol. 1916] story, from start to finish, in connection with all the other plants and the violence, if there was any, and all that?

Mr. Ingraham: Not from the newspapers, no.

Trial Examiner Batten: Well, I am certainly not going to try this case with the newspapers.

Mr. Ingraham: No. The only matters that I am offering that appear in the newspapers are statements of Mr. Purlstein or Dubinsky, concerning the Donnelly Garment Company.

Trial Examiner Batten: And as I said, they are for the purpose that you offered the other exhibit 6?

Mr. Ingraham: That is correct.

Trial Examiner Batten: Are there any objections?

Mr. Leary: Well, I object on the same ground as heretofore made, it is incompetent, irrelevant and immaterial.

Trial Examiner Batten: It will be received.

(The document heretofore marked as "Respondent's Exhibit No. 7" was received in evidence.)

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[fol. 1917] Trial Examiner Batten: On the basis I received the other one, and this one, it doesn't open up anything, because I am not receiving it to show the truth or the untruth of any statements in the article, merely, as an article from the newspaper for whatever it is worth.

Mr. Langsdale: If it is worth anything, it is worth rebutting.

Trial Examiner Batten: I say, there is nothing to rebut if it doesn't prove anything. If it doesn't prove the truth or the untruth of any statement contained in it, I don't think it opens up anything.

Mr. Leary: For all of your reasons, I don't think it should be admitted, Mr. Examiner.

Trial Examiner Batten: Well, I am admitting it, Mr. Leary, as I told Mr. Ingraham, and he is offering it for the purpose of showing the background of what was occurring about that time, and on that basis I will receive it.

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Mr. Ingraham: I will hand you Respondent's Exhibit 8-A and 8-B, and ask you if you saw the original of [fol. 1918] that letter? A. Yes, sir.

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Mr. Ingraham: Well, then, respondent offers Exhibits 8-A and 8-B.

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[fol. 1920] (The document heretofore marked as "Respondent's Exhibit No. 8" was received in evidence.)

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[fol. 1921] By Mr. Ingraham:

Q. Mrs. Reeves, were you at a meeting at the Donnelly Garment Company on March 18, 1937? A. I was not.

Q. Where were you at that time, Mrs. Reeves?

A. I was in New York City.

Q. And how long were you away from Kansas City at that time?

[fol. 1922] A. Oh, I would say approximately 6 weeks.

Q. Mrs. Reeves, did you talk to Sylvia Hull on or about April 23, 1937? A. No.

Q. Did you know anything about the difficulties that Sylvia Hull had April 22, 1937,—April 23, 1937?

A. No, I did not.

Q. Were you in town at that time?

A. I don't believe I was.

Q. Did you have any conversation with Fern Sigler on or about April 23, 1937? A. I did not.

Q. Mrs. Reeves, did you ever have any conversation with Elsa Graham Greenhaw, with reference to union affiliations? A. I did not.

Q. Did she work in your department?

A. She did not.

Q. Did you, at any time prior to April 27, 1937, call in a group of operators to your office and discuss the formation of a union? A. I did not.

Q. Have you ever, at any time, discussed with any employees of the Donnelly Garment Company the advisability of organizing a plant union? A. I have not.

[fol. 1923] Q. Did you ever instruct, advise or suggest in any manner, directly or indirectly, to any employees of the Donnelly Garment Company, or the Donnelly Garment Sales Company, that they should join the Donnelly Garment Workers' Union and should not join the International Ladies' Garment Workers' Union? A. I did not.

Q. Did you ever hear Mrs. Reed, Mr. Green, Mr. Keyes; Mr. Batty, or any other executive or person with authority to hire or fire, suggest or advise, directly or indirectly, the employees of the Donnelly Garment Company or the Donnelly Garment Sales Company, to form a union or to join in the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you ever hear any of those persons ever advise or suggest or instruct the employees not to join the International Ladies' Garment Workers' Union? A. No.

Q. Did you ever say anything in order to intimidate any employees by threatening the loss of their jobs if they joined the International Ladies' Garment Workers' Union? A. I did not.

Q. Did you ever intimidate any employees in any way in order to force them to join the Donnelly Garment Workers' Union? A. I did not.

[fol. 1924] Q. Did you ever hear Mrs. Reed, Mr. Keyes, Mr. Green or Mr. Baty ever make any statement or suggestion in order to intimidate any employee not to join the International Ladies' Garment Workers' Union?

A. I did not.

Q. Did you hear any of those persons ever make any statement in order to intimidate employees to join the Donnelly Garment Workers' Union? A. I did not.

Q. Have you ever contributed any financial support to the Donnelly Garment Workers' Union? A. I have not.

Q. To your knowledge, has Mrs. Reed, Mr. Green, Mr. Keyes or Mr. Baty ever contributed financially, directly or indirectly, to the Donnelly Garment Workers' Union?

A. They have not.

Trial Examiner Batten: You mean, as far as you know?

A. As far as I know.

By Mr. Ingraham:

Q. Has the Donnelly Garment Company or the Donnelly Garment Sales Company contributed financially to the Donnelly Garment Workers' Union, as far as you know? A. As far as I know, they have not.

[fol. 1925] Q. Do you know of any assistance that you have given the Donnelly Garment Workers' Union?

A. I haven't given them any assistance.

Q. Have you ever authorized the use of typewriters by members of the Donnelly Garment Workers' Union for the purpose of writing union minutes or any other union business? A. I have not.

[fol. 1926] Q. Did you ever authorize Marjorie Green to use the company's typewriters for the purpose of writing the Donnelly Garment Workers' Union minutes?

A. I did not.

Q. Does Marjorie Green work in your department?

A. She does.

Q. Did you ever discharge or recommend that any employee be discharged on account of their union affiliations or sympathies? A. I have not.

Q. Did you ever hear Mrs. Reed, Mr. Green, Mr. Keyes, or Mr. Baty, or any other person with authority to hire

or fire ever recommend that an employee be discharged on account of their union affiliations? A. I have not.

Q. Have you ever authorized the Donnelly Garment Workers' Union or any member thereof to use the bulletin boards in the plant for the purpose of union business?

A. No.

Q. Have you ever seen any union notices on the bulletin board? A. No.

Q. Have you ever interfered in any way, directly or indirectly, with any employee's right to join any labor organization?

[fol. 1927] A. I have not.

Q. I will ask you, Mrs. Reeves, were you present when the contract between the Donnelly Garment Company, the Donnelly Garment Sales Company and the Donnelly Garment Workers' Union was entered into?

A. I was not.

Q. You did not take part in any of the negotiations?

A. I did not.

Q. Did you in any way assist in the formation of the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you at any time assist in the formation of the Donnelly Loyalty League? A. I did not.

Q. Were you a member of that organization?

A. I was a member. I still am a member.

Q. Did you join after it was organized? A. Yes.

Q. Will you state whether or not that organization at any time dealt with the company respecting hours and wages and conditions of employment of the employees?

A. They did not. It was purely a social organization, and—

Mr. Langsdale (Interrupting). Just a moment. I ask that the latter part of the answer be stricken out as not responsive, "It is purely a social organization."

[fol. 1928] Mr. Ingraham: State whether or not—

Mr. Langsdale (Interrupting): Just a minute. I want a ruling on that.

Mr. Ingraham: Well, it may be stricken.

Mr. Ingraham: State whether or not the Donnelly Loyalty League is a social organization.

Mr. Langsdale: I object to that as calling for a conclusion of the witness, not asking her to state the entire activities of the organization so that the Examiner may pass upon it himself.

Trial Examiner Batten: You may answer.

A. It is a social organization. It was originally organized to refute untrue statements—

Trial Examiner Batten (Interrupting): Just a moment. The question is, is it a social organization? I think I should probably say the same to you as I have some prior witnesses. If you answer the question and stop you will get yourself into less difficulty.

By Mr. Ingraham:

Q. Will you state what the activities of that organization are?

A. Now they are just purely social.

Q. Has it always been just a social organization?

A. No. It was originally organized for social reasons, and also to refute untrue and false statements that were made by outside interests.

[fol. 1929] Q. Did the employees of the Donnelly Garment Company organize the Loyalty League? A. Yes.

Q. Did any officer or official of the Donnelly Garment Company, to your knowledge, instruct or advise the formation of that organization? A. They did not.

Q. To your knowledge has the Donnelly Garment Company or the Donnelly Garment Sales Company ever contributed financially to that organization?

A. They have not.

Q. Do you pay dues in that organization?

A. We do not.

Q. How does that organization pay any expenses that it may have, that you know of?

A. Well, they give carnivals, and they give shows, and they give dances and picnics, mostly by donations of the Donnelly Garment Company as far as the picnics are concerned. By "donations" I mean donations of cake, potato salad, and stuff like that. And at the carnivals you go and spend as much as you want to.

Q. State whether or not the officers or the officials of the Donnelly Garment Company or the Donnelly Gar-

ment Sales Company have ever assisted, to your knowledge, in any way directly or indirectly, the Nelly Don Loyalty League.

[fol. 1930] A. Well, indirectly. I certainly attended some carnivals and I bought plenty of soda^a pop, and I bought plenty of tickets for their plays.

Q. By tickets, you mean—

A. Admission to the plays.

Q. You say "plenty of tickets."

A. Well, two tickets. Every time there has been a show I bought a ticket for myself and escort.

Mr. Ingraham: Are there any other organizations of [fol. 1931] the Donnelly Garment Company? A. Yes.

Q. Will you state the names of those organizations?

A. Well, there is The Pioneers, the Nelly Don Athletic Association, and I think practically every section has some kind of a club. They have what they call the Krazy Kats.

Trial Examiner Batten: And the Betty Boop?

A. Yes. I believe there must be 20 or 30 of them. I really couldn't remember them all.

Trial Examiner Batten: We are only interested in the ones that are named in the complaint.

By Mr. Ingraham:

Q. Did you ever authorize any employee of the Donnelly Garment Company to solicit membership in the Donnelly Garment Workers' Union during working hours or at any other time? A. I did not.

Q. Did you ever have anything to do with the solicitation of membership in the Donnelly Garment Workers' Union? A. I did not.

Q. Have you ever authorized the use of any of the company's property for purposes of the union? A. No.

Q. Have you ever dominated in any way any employees of the Donnelly Garment Company or the Donnelly Garment Sales Company in order to force them to join any particular union?

[fol. 1932] Mr. Leary: Now, I object to that as calling for a conclusion.

Trial Examiner Batten: Of course we might do what we did with one other witness, have her tell us what domination means, and then have her answer the question.

Mr. Ingraham: Do you know what the word domination means?

I will use the other witness' word, instead of domination.

Did you ever coerce any employees?

Mr. Leary: I make the same objection; that it calls for a conclusion.

By Mr. Ingraham:

Q. Do you know what coerce means?

A. I don't know what Webster says, but I think coerce means—Yes, I know what it means.

Q. What?

A. I think it means to force somebody, either mentally or physically, to do something against their will.

Trial Examiner Batten: Well, we might compare that with the other definition that one of the attorneys gave. I think you may answer.

Mr. Langsdale: She has looked it up since I gave that definition.

The Witness: I beg your pardon. I never heard you.

Trial Examiner Batten: Did you ever coerce anyone [fol. 1933] into joining any organization?

A. I did not.

By Mr. Ingraham:

Q. Did you at any time ever suggest to Rose Todd or any other employee that he or she organize or promote the organization of the Donnelly Garment Workers' Union? A. I did not.

Q. Will you state, if you know, what position Rose Todd holds with the Donnelly Garment Company, or what her duties are?

A. Well, Rose Todd works in the factory, and she is a—I would say a sort of a go-between between the sections that are actually working on the garments, helping them check up. In an organization of that kind there

are lots of things that get misplaced, like lace, buttons, and things like that, and she assists in getting things to the section that they need to work with, and notifying anyone if the operators do not have what they need to work with, such as if we had a cut of work downstairs and we didn't have the proper kind of thread she would check up on it and notify me. And the same, whether it be lace, buttons, rick rack or whatever it is.

Q. Is Rose Todd in a supervisory position?

A. She is not.

Q. I will ask you, Mrs. Reeves, if you ever authorized any employees to use the telephone for union business.

[fol. 1934] A. I did not.

Q. Did you ever authorize the bundle boys or the boys that pick up packages to carry messages for union purposes?

A. I did not.

Q. Did you ever know of that being done?

A. I did not.

Q. Did you ever know of any employee, and particularly Marjorie Green, using the company typewriter for union business? A. I did not.

Q. Has Rose Todd ever been in a supervisory capacity?

A. She has not.

Mr. Ingraham: That is all.

Cross-Examination.

By Mr. Tyler:

Q. Mrs. Reeves, has an instructor in the Donnelly Garment Company factory the authority to hire any employee?

A. They do not.

Q. Or to fire any employee? A. They do not.

[fol. 1935] Q. Or to transfer them from one department to another? A. They do not.

Q. Or to reprimand them for the way in which they do their work? A. No.

Q. Just tell us what the authority that an instructor has from the company is.

A. The authority that an instructor has from the company is to keep the operators in plenty of work and to follow the outline that is sent down to her from the of-

fice, as far as planning, and if it is impossible for her to do that, for some reason, she consults with Mr. Baty, and he attends to all of the affairs as to personnel; transferring operators; and hiring and firing; and Mrs. Hyde assists him, under his instructions.

Q. Might she on some occasions pass along orders she would receive from somebody else?

A. I don't believe so, no.

Q. She shows the operators how to do work in cases where they are not clear about it themselves?

A. Yes, as far as setting a pocket on, or some such operation is concerned.

Q. That would apply especially to beginners?

A. No. Every time you have new merchandise in the factory, it applies to that. There are little things that [fol. 1936] come up sometimes.

Q. Do some of the operators make more money than the instructors?

A. I believe so. Quite a lot.

Q. Do you know anything about the building of a stage in the auditorium on the second floor; that is, do you know why it was built?

A. No, I don't believe I do.

Q. Did it have anything to do with the company's giving style shows?

A. Yes. We do use it constantly for style shows. That is where we give all of our style shows.

Mr. Ingraham: I don't understand this. Did you say the second floor?

Mr. Tyler: I meant to say the first floor.

By Mr. Ingraham:

Q. Is that the auditorium?

A. Yes, that is where the auditorium is.

By Mr. Tyler:

Q. That is the place used by the company to give style shows? A. Yes.

Q. And you say they give them frequently?

A. About every two weeks.

Q. What is the purpose of those style shows?

A. To sell merchandise.

Q. Is that style show given in connection with selling [fol. 1937] merchandise?

A. Yes. We invite buyers in and give a regular style show and model all of our garments—purely for selling.

Q. Do the instructors punch the time clock in the factory? A. They do.

Mr. Tyler: That is all.

[fol. 1939] By Mr. Leary:

Q. Before Dewey Atchison was in the position he has now what was his work?

A. He was in the cutting department.

Q. I believe you testified he is in the cutting and planning now. A. Yes.

Q. What was he doing before that?

A. Well, in 1935 he was my assistant.

Q. He was assistant production manager?

A. In 1935.

Q. How long had he been assistant production manager?

A. Oh, about three or four years, I guess. Previous [fol. 1940] to that time he was a cutter.

Q. When did he cease to be assistant production manager?

A. Well, he started in, I believe—I am a little hazy on it, but I believe he did some efficiency work, individual work in planning and setting up some work throughout the factory for a period of time. I don't know just exactly what period of time that was.

[fol. 1941] Q. Was that after he had been your assistant?

A. Yes. He did some individual engineering work.

Q. Was that the same type of work that he does now?

A. No. He went into something on—I don't know. Well, I really can't answer you.

Q. You tell us what he does now.

A. Well, what he does now. Well, after he assists me, after I plan how many garments are going to be sold, or I think are going to be sold, and taking the figures, and orders, and so forth, Mr. Atchinson analyzes that particular garment and sends it down to each section where it is to be made. We have certain sections that make certain types of work, and other sections that make other

kinds of work. By that, I mean that if a section has been used to doing a lot of zigzagging and underarm seam binding, and things like that, why, he analyzes the garment and tells where that cut should go. Then he follows in detail and breaks that down a little bit further and analyzes how many operators shall be put on this particular garment of each type, in order to get it out.

Q. How long [have you] been doing that?

A. Well, I think that last job he has been doing for about the last 6 months, and as far as routing the cuttings, he has been doing that, I would say, for about the last year.

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[fol. 1942] Q. Are you familiar, personally, with all the circumstances surrounding the layoffs or discharges of what you testified to be about 300 employees in 1934?

A. Well, I went over everybody's record at that time.

Q. Well, who was it who selected the persons you laid off?

A. Well, at that particular time, we had a committee of three people that did it.

Q. Who was on that committee?

A. Why, we would discuss it first with the instructor, and then check it up with Mrs. Wherry, who had charge of the factory, and then Mr. Atchinson, and myself.

Q. Is Mrs. Wherry still there?

A. No, she isn't. She resigned.

Q. Who has Mrs. Wherry's job now?

A. Beg pardon?

A. Who has Mrs. Wherry's job now?

A. She hasn't a job. I mean, there is no job there.

Q. And for what purpose did you discuss these 300 [fol. 1943] layoffs with the instructors in 1934?

A. Because I wanted to discuss with them and find out what they thought personally of each operator, as far as their ability was concerned.

Q. What their attitude was?

A. And so forth.

Q. What else?

A. Well, that is all.

Q. Their ability, their attitude, whether they came to work on time, and so forth?

A. Well, anything that you would discuss in laying off people when you had to lay off anyone.

Q. As a matter of fact, no one on the committee other than the instructors knew anything about the individual operators, did they?

A. What is it—yes, Mrs. Wherry was in close contact, and myself, I was in very close contact with the factory. I was down on all the floors at least two and three times a day, and Mr. Atchinson was familiar with them. We really did know the people.

Q. Well, all of your contacts were the same with the 1,300 as they were with any one employee?

A. We didn't have 1,300 at that time.

Q. How many did you have?

A. I don't know, but I believe we had about 750.

[fol. 1944] Q. Did the instructor at that time make written recommendations to you? A. No.

Q. Don't you remember the instructors filling out a card?

A. Yes, that was cards, and they checked what they thought of their employees and sent it down to the office at that time.

Q. Do you have any of those cards?

A. I don't think so. I believe Mr. Baty went in and put in a new system when he took charge of the factory.

By Mr. Leary:

Q. I show you what has been marked as Board's Exhibit — I beg your pardon, — Respondent's Exhibit 1, and ask you to state whether or not you remember reading that in the newspaper?

[fol. 1945] A. May I see it? I have read it.

By Mr. Leary:

Q. When you refer to the "outside interests" in your answer with regard to the formation of the Loyalty League, you referred to the International Ladies' Garment Workers' Union, did you not? A. Yes, I did.

Q. And why did you want to keep out of I.L.G.W.U. from your plant?

[fol. 1946] Mr. Stottle: Respondent objects to that as assuming that she has testified that they wanted to keep the I.L.G.W.U. out.

Trial Examiner Batten: Well, she just said, Mr. Stottle, that when she said "outsiders" she referred to the International Ladies' Garment Workers' Union; didn't you?

Mr. Stottle: Yes, but, Mr. Examiner, she said it was to refute untrue statements, not that she was trying to keep them out.

The Witness: That is what I said.

[fol. 1947] **By Trial Examiner Batten:**

Q. You previously stated that when you said it was to refute certain untrue statements, and so forth, from outsiders, that you did refer to the International Ladies' Garment Workers' Union in that statement; wasn't that correct? **A.** Yes.

Q. Now, tell us why.

A. Well, I want to explain. I think I can explain this. During this time there were some very uncomplimentary pamphlets that were passed in front of the building, and also some speeches that were very uncomplimentary that were made about and against the Donnelly Garment Company, and the employees, when they organized this Loyalty League, they were indignant that these untruths should be spread, and that was one of the reasons I stated that they joined—they formed the Loyalty League.

Q. Now, don't speak for the employees. Speak for yourself. **A.** All right. Well, the—

Q. (Interrupting) The reason why you—

A. (Interrupting) The reason I signed the card, when [fol. 1948] they came to me and handed it to me, was because I read it over and I thought the sentiments were good on it—I couldn't even tell you what they were now, and I signed it and said "Yes, I would like to be a member of the Loyalty League", and it had nothing to do or said anything about keeping out any union, at that time.

By Mr. Leary:

Q. Well, why were you personally interested in refuting the alleged untrue statements?

A. Well, after all, when you have worked for a place 15 years and somebody says something that is absolutely untrue, if you have got any sort of something in you at all, why, naturally, you call them on it, don't you? I mean, you want to protest.

[fol. 1950]- By Mr. Langsdale:

Q. Did you say, Mrs. Reeves, who was the head of the planning department?

A. Planning department?

Q. Yes.

A. Well, which phase of it, Mr. Langsdale?

Q. Well, you referred to the planning department. Have you more than one phase of it?

A. Yes.

Q. How many?

A. Well, the garments are planned out, and then they are sent upstairs and they are checked and Mr. Atchinson assists, and then I plan the actual cuttings.

Q. Well, now, how many different phases have you named?

A. I think there would be about four.

[fol. 1951] Q. And who is at the head of the first one you mentioned?

A. Well, I think that Mrs. Nichols and a young lady who helps her is the first one. They take the garment and analyze how it should be made.

Q. Now, what is Mrs. Nichols' name, given name?

A. Lulu.

Q. And plans how the garment is to be made?

A. Yes.

Q. And who is her assistant?

A. Josephine Spalito.

Q. And is there anyone else who assists her?

A. Well, I think Katy Schleischer assists her sometimes, and I don't know, during the rush season, they might get in some other people.

Q. Where is her office, Mrs. Nichols?

A. She is on the ninth floor.

Q. Now, she does the first planning of the garment, does she?

A. Yes.

Q. Just what does that include?

A. How the garment should be made and put together.

Q. For many, many years Mrs. Nichols has been also on the price fixing committee of the Donnelly Garment Company?

A. That is right.

Q. And still is?

[fol. 1952] A. That is right.

Q. And has Josephine Spalito assisted her at that work, too?

A. Yes, sir.

Q. At fixing prices?

A. Yes, sir.

Q. And how long has she assisted her at fixing prices?

A. Approximately 2 years.

Q. How long?

A. About 2 years.

Q. Now, this other young lady, Katy Schleischer, is that her name?

A. Katy Schleischer.

Q. What are her duties in that phase of the planning department?

A. Well, she used to plan the—how the operation was to be made. Now she plans on how it should be cut and then she checks up on what should go on the garment, and does that detail work.

Q. Well, purely as an assistant to Mrs. Nichols?

A. No, she has a job of her own.

Q. She has a job of her own?

A. Yes.

Q. I asked you who were the assistants to Mrs. Nichols, and you said Josephine Spalito and Katy Schleischer.

[fol. 1953] A. Well, then, they discuss with other people who have had experience. I am not sure; I wouldn't answer who is helping now.

Q. But the head of that particular phase is Lulu Nichols?

A. That is right. I wouldn't say she is the head, Mr. Langsdale, because after she plans that all, why, she is head of the pricing, with the assistance of Josephine Spalito and the individual operators, and also Miss Todd checks the prices.

Q. I am not talking about prices now. I am talking about the planning phase.

A. Of how the garment should go together?

Q. Yes. She is head of that particular phase?

A. No, I wouldn't say that.

Q. Who is?

A. Mr. Atchinson. They are sent upstairs to Mr. Atchinson, and when he analyzes how these garments should be sent downstairs and how they should be made, he checks those over and discusses it with Mr. Batty.

Q. But Mr. Atchinson takes it up where Mrs. Nichols leaves off?

A. Yes, that is right.

Q. So up to that time Mrs. Nichols is the head of her work; is that correct?

A. Until she turns it over, yes.

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[fol. 1955] Q. No, no. Mr. Atchinson gets through with his phase of the planning, and he sends then his completed job down to the various instructors, to have the garment made up. Is that correct? A. That is right.

Q. Then the third phase is headed by the numerous instructors that are there?

A. They give—they follow their instructions.

Q. Yes, that they get from Mr. Atchinson?

A. Yes, sir.

Q. And they give those instructions to the various girls? A. That is right.

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Q. What do the instructors do? Just stand around and twirl their thumbs, or what?

A. She helps give out work, and if a girl is having difficulty in doing a certain operation she explains to her how to do it. She is more of a teacher than anything else.

Q. And, of course, she just stands there and lets the [fol. 1956] forty girls run the machines all by themselves without any reprimand of any kind or character?

A. Well, I don't know if you would call it reprimand, but I am sure, if one of them was doing an operation entirely wrong she would show her how to do it.

Q. If one of them was laying down on the job, what would the instructor do?

A. I am sure I don't know. I know it would be checked up on.

Q. Do you know what the instructor would do?

A. I am sure she would report it to Mr. Batty.

[fol. 1957] Q. Now, I believe you testified that when Mr. Atchinson finishes his phase, why, he typewrites elaborate instructions.

A. I am sorry, Mr. Langedale. You misunderstood me, if that is what you thought I said.

Q. Well, what does he do? How does he communicate what he wants done to the garments to the instructors?

A. They are typewritten sheets. He doesn't typewrite them, though. Mrs. Nichols sends up her written instructions, and he takes the garment and analyzes it, too, and he analyzes how many dozen you to plan to have cut, or have cut, I should say, of that particular garment, so he can analyze how much work there is of each particular type of operation, and then he looks over how these garments are put together, and if he has any suggestions or advice, why, he makes it, and then it is discussed, as I said, with Mr. Batty, and perhaps one or two others. It might be a question of material coming in narrow or something like that, and a hazard we can't understand, and that is given to a young lady in my department, who typewrites [fol. 1958] the instructions, and they are sent down automatically by the pick-up boys to the instructor.

Q. But it is a composite of what Mr. Atchinson's duty is to get ready for the instructor after talking to Mr. Batty, and maybe you and someone else?

A. That is right.

Q. And that goes to the instructor, doesn't it?

A. That is right.

Q. That doesn't go to each one of the sewing machine girls, does it?

A. I really don't know whether they have any individual typewritten instructions now or not. I don't believe they do.

Q. So the instructor has to instruct the sewing machine girls what she finds on this typewritten list?

A. Well, then, she has her sample garment, and the girls know. All of her operations are pretty standard, you know.

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[fol. 1959] By Mr. Langsdale:

Q. You say you have the buttonhole department?

A. Yes.

Q. Who is the head of the buttonhole department?

A. Mr. Baty. Do you want to know who the instructor is?

Q. You said the buttonhole department. Does Mr. Baty go down there himself and superintend making the buttonholes? A. No.

Q. Who does?

A. Miss Willis is our instructor in the buttonhole department.

Q. Is she the only instructor in the buttonhole department?

A. No. I think there are two more. There are three more.

Q. Who is immediately under Mr. Baty?

A. Downstairs?

Q. In the buttonhole department.

A. Well, I don't know. Do you mean, who is the supervisor down there?

Q. Yes.

A. Miss Willis is the supervisor. I think Ada Woolf has a certain number of machines, and I think Frances Morrison has a number, and someone else. And I don't know which ones are floor girls and give out work or which ones are the instructors.

Q. If any one of those has any superior that they wish to talk with about their work Mr. Baty is that superior, is [fol. 1960] he, or is there any intermediary between Miss Willis and Mr. Baty? A. There is not.

Trial Examiner Batten: We will adjourn until 9 o'clock tomorrow morning.

Mr. Ingraham: If Your Honor please, may I ask the witness one further question first? I believe she misunderstood something.

Mr. Ingraham: Did you intend to say Miss Willis and these other people you named were supervisors or did you mean they were instructors?

Mr. Leary: I object to that, Mr. Examiner. That is the very crux of the case here.

Trial Examiner Batten: That is all right, let him ask the witness. It all appears in the record together, and I think I can take the record and draw my own conclusions irrespective of what the attorneys say, or ask.

A. The words we use are instructors and floor girls.

By Mr. Langsdale:

Q. When did you quit using the word supervisor?

A. Well, I used it just a few minutes ago.

Q. You have always used it?

A. It means one and the same to me.

Trial Examiner Batten: I think the important thing is not what you call them on the payroll or what you designate them, but the important thing is what they do [fol. 1961] You can call them any thing you want.

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[fol. 1973] Q. Now, you made an affidavit in the three-judge hearing, didn't you? A. Yes.

Q. And that affidavit, according to the record, was made and sworn to on the 30th day of October, 1937. If that is the record, that is correct, I assume. You remem-

ber that that three-judge hearing was going on in October, 1937? A. Well, if that is the date there.

Q. In that affidavit you stated, (reading):

"Competent instructors teach the operators the particular operations to be performed by them, and constantly supervise the same."

[fol. 1974] A. All right.

Q. Well, you said that, didn't you, swore to it?

A. If it is said there, yes, and it is true.

Q. They constantly supervised them, at least, by October 31, 1937? A. That is right.

Trial Examiner Batten: What page is that? An exhibit number, or what is it?

Mr. Langsdale: This affidavit has not been offered in evidence. I am merely reading from the three-judge transcript.

Trial Examiner Batten: Yes, but I say, what page?

Mr. Langsdale: Page 284 of the record that is filed in the Supreme Court of the United States, in Volume 1, entitled, "International Ladies' Garment Workers' Union", and so forth, "et al., appellant, versus Donnelly Garment Company, Donnelly Garment Sales Company and Donnelly Garment Workers' Union", and so forth, "et al."

[fol. 1978] Mr. Stottle: Mr. Examiner, respondent, of course, objected to this N. R. A. testimony as being immaterial because it related to matters long before the or-
[fol. 1979] organization of the Donnelly Garment Workers' Union and before the passage of the National Labor Relations Act, and we would object to these questions on the same basis that we have to the N. R. A. testimony.

Trial Examiner Batten: Mr. Stottle, I don't know whether the record is clear or that it is understood, but, as I recall, you made a continuing objection to all testimony that refers to a time prior to the passage of the Wagner Act. And, if I am not mistaken, Mr. Tyler, you joined in that objection.

Mr. Tyler: I intended to.

Trial Examiner Batten: I think the record is quite clear.

Mr. Stottle: May it be understood, if it isn't clear our objection is made?

Trial Examiner Batten: If it isn't clear, it is understood that you have an objection; and Mr. Tyler, also.

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[fol. 1980] Did you tell me who was the head of the cutting department?

A. Mr. Baty is the head of the cutting department.

Q. Directly?

A. I think Dewey Atchison works with him now.

Q. Dewey Atchison is your assistant?

A. I would say so.

Q. Isn't there someone who spends his time in the quarters where the cutting is done who is the responsible head of that department?

A. Who instructs the men and gives out the work, and so forth? Yes.

Q. Who is that? A. Ted Scoles.

Q. Is he the only one in there who instructs and gives out the work?

A. Well, I think they have one of the other boys getting the lays ready, and so forth. I am not down in the factory very much any more, Mr. Langsdale.

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[fol. 1981] Q. In the dividing department, could you tell me who was the head of that department?

A. There is a woman there who delegates the work, and that is Mrs. Bogart.

Trial Examiner Batten: What did you call that department?

Mr. Langsdale: Dividing department.

The Witness: Or bundling.

Trial Examiner Batten: Which one of these main departments you spoke about does that come under?

A. Production department—Mr. Baty.

By Mr. Langsdale:

Q. Of course everything comes under Mr. Baty except sales and purchasing?

A. Merchandising, sales, designing, and pattern making.

Q. But Mrs. Bogart is the one who is in the quarters where the dividing is done and instructs people there how to do it, when to do it, and so forth.

A. And authorizes the cuts to be divided, yes.

Q. Is the bundling department the same as the dividing department? A. Yes.

Q. And the sewing department, of course that is where all of the machines are. A. That is right.

Q. Now, the examiners and inspectors, is that a separate department?

[fol. 1982] A. Yes, I would say it is a separate unit.

Q. Who is the head of the examining and inspecting department? A. Mr. Baty.

Q. Under Mr. Baty who is the person?

A. Mrs. Tyhurst.

Q. And the pressing department, who is the head of that department, besides Mr. Baty?

A. The instructor in the pressing department is Lulu Waddell.

Q. Just the one?

A. I think they have a floor girl, also, or several floor girls.

Q. Lulu Waddell is the instructor? A. Yes.

Q. And you have a folding department?

A. That is in with the pressing department.

Q. That is the same?

A. That is the same thing, pressing and folding.

Q. And Lulu Waddell is the instructor of both pressing and folding? A. That is right.

Q. You named in this testimony a notions department. What is the notions department?

A. Well, that is part of my department. We receive the buttons, lace, and thread, and get it ready to send down [fol. 1983] to the factory, authorizing certain cuts, take so many dozen buttons, and so forth. It is a preparation.

Q. Of course you do not supervise the people doing that work?

A. You want to know the instructor in that department?

Q. Yes. A. Helen Little.

Q. Is that department one where they fit on belts?

A. What?

Q. Fit on belts, on dresses that have belts on them. Is that in the notions department? It seems to me I read something like that in this—

A. I don't believe so.

Q. Are the belts sewed on or fitted on by the sewing machine girls?

A. There are no sewing machine girls in that department.

Q. Take your dress, for instance. You have a belt on it, haven't you? A. Yes, sir.

Q. Would that belt be put on there by a sewing machine girl?

A. No—by a floor girl. This particular belt would be put on in the pressing department by a floor girl.

Q. The receiving department. I suppose you are the head of that department, are you?

[fol. 1984] A. I really don't know whether I am or whether Mr. Baty is.

Q. But next to you or Mr. Baty, who is it down there telling the employees what to do?

A. Heath Cowan receives the merchandise.

Q. Where is that department?

A. That department is on the third floor.

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[fol. 1987] Q. (By Mr. Langsdale) Did you know who circulated the petition of March 2, 1937?

A. Not at the time. I did afterwards, after it was circulated and presented to Mrs. Reed I heard who did it.

Q. You knew nothing about it until after it had been all signed up?

A. That is right.

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Q. Did you have any knowledge of how the photographer happened to be on the job at that moment?

A. No, I really didn't, Mr. Langsdale.

Trial Examiner Batten: Well now, Mr. Langsdale, I don't know as I want to go any further into that matter that you are just questioning about, because you say, do you know how the photographer happened to be there. Well, I don't want an inference in the record that makes it necessary for the respondent to go out and produce the [fol. 1989] photographer here to show how he happened to be there, or otherwise somebody might draw an improper inference from it.

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[fol. 1990] Q. Did you attend any meetings of the Loyalty League? A. No, I didn't.

Q. Did you know of any meetings of the Loyalty League?

A. I think that I have heard, yes, I have heard. I have heard that they were having meetings, and so forth.

Q. Where? A. What is it?

Q. Where?

A. Well, I really don't know, Mr. Langsdale. I never attended, and I never went into it.

[fol. 1991] Q. You never went into one of them?

A. I never went into a Loyalty League meeting.

Q. Did you ever see the constitution of the Loyalty League? A. No, I didn't.

Q. Did you know that it had one?

A. I don't believe I did.

Q. Now, you have what you call an outlet store, do you not? A. That is right.

Q. And who is in charge of that besides you?

A. Well, Mrs. Gray. I think you would call her a clerk. She is a clerk down there.

Q. Well, but she is in charge of it, isn't she?

A. I wouldn't say. There are just about three or four clerks down there, and they all have about the same rating. Maybe she has been there a little longer than the rest of them. You might call her a senior clerk.

Q. Well, to whom is she responsible?

A. Well, she generally reports to me.

Q. Didn't you say that she was very indirectly—

A. (Interrupting) Yes, I did.

Q. (Continuing) —associated with you? A. Yes.

Q. So, then, she has pretty nearly full charge of the outlet store?

A. There really isn't much to have charge of, Mr. Langsdale.

[fol. 1992] Q. You have three or four clerks there?

A. Yes.

Q. And you sell—

A. (Interrupting) Remnants and close-outs, and odds and ends, and stuff that we want to turn over and get rid of, just to get it out of the way.

[fol. 1993] Redirect Examination.

By Mr. Ingraham:

Q. Mrs. Reeves, isn't it a fact that every employee at the Donnelly Garment Company has charge of their particular work? A. That is right.

Q. You testified yesterday that Mr. Baty has been in charge of the plant since July, 1935:

A. That is right; the latter part of June or the first of July. I don't remember which.

Q. Do you know whether or not Mr. Baty made various changes in the operation of the plant after he became in control? A. I do.

Q. Is it not a fact, now, that Mr. Baty and Mrs. Hyde [fol. 1994] are the only persons that have anything to do with hiring and discharging employees?

A. Yes.

Mr. Ingraham: Mrs. Reeves, state whether or not you know that after the time that Mr. Baty took charge of the factory, that instructors were not given authority to hire or fire or discipline operators that worked in their section?

[fol. 1995] A. That is true.

By Mr. Ingraham:

Q. In what department does Mrs. Bogart work?

A. She is in the bundling department, or dividing department.

Q. Now, is that department in the production department? A. Yes.

Q. Now, does Mrs. Bogart carry out Mr. Baty's orders?

A. She does.

Q. Has she any authority to make orders of her own? [fol. 1996] A. She has not.

Q. Has she any authority over anybody that works in the department in respect to disciplining or discharging or transferring employees?

A. She has not.

Q. And whatever orders she gives, they are the orders that come to her from Mr. Baty?

A. That is right.

.

By Mr. Ingraham:

Q. State whether or not Mrs. Nichols can give any orders in respect to the setting of prices to the other people that work in that department?

A. That is individual work, Mr. Ingraham.

Q. And Mrs. Nichols has no authority over anybody [fol. 1997] else that assists her?

A. She has not.

Q. I believe you have mentioned that Mrs. Dallas was an instructor, or Willis, I guess it is:

A. Yes, Mrs. Willis is an instructor.

Q. And Mrs. Waddell was an instructor?

A. Miss Waddell.

Q. Now, have either of those two persons or any other instructor any authority to order or discipline or fire people that work in their sections?

A. They have not.

Q. Now, what department did you say that Mrs. Tyhurst worked in?

A. Mrs. Tyhurst is in charge of the quality of the work. She works with the garment itself, to see that the stitches are all right, and that the garment goes together all right. She works with the examiners.

Q. Now, has she any authority over the examiners in respect to giving orders with reference to hiring or firing or disciplining?

A. She has not.

Q. I believe you said that Mr. Cowan was in the receiving department?

A. Yes, sir.

Q. Now, has he any authority over the people in the [fol. 1998] receiving department with respect to hiring, firing or disciplining the people in that department?

A. He has not.

Q. Do these people I have mentioned get their instructions—state who these people that I have named get their instructions from.

A. Well, Miss Willis and Miss Waddell and Mrs. Tyhurst and Mrs. Bogart get their instructions from Mr. Baty, and the work is all planned out. It comes down in a routine way, and Mr. Cowan, if there were any special instructions, would get them from me, but his work is generally depending on the amount of merchandise that is received, also, so there aren't a lot of instructions as far as he is concerned.

By Trial Examiner Batten:

Q. Well, pardon me. Does Mr. Cowan then pass on your instructions to the other people in that section? Is that it?

A. Yes, that is right, if—well, all my instructions would be in that “we are getting in some freight; just check it in.”

Q. My question is this: that if you issue instructions to a certain person, that person passes along your instructions: is that it, if there are several people to do a particular thing? You don't go down and tell each person?

A. No. It is planned out.

Q. So, it is planned, and you issue your instructions to [fol. 1999] a certain individual like an instructor, for instance, and the instructor passes along those instructions; is that it?

A. Yes. It is a planned work, though.

Q. I understand it is planned, but I am just trying to get how it gets down to the people who do the work. Somebody has to pass it along to them.

A. Well, with the instructors, it is written instructions and there really aren't very many—and as far as Mr. Cowan is concerned, there are planned cutting cards and he gets out the material to go to the cutting table, and he checks in the freight. I mean, there are no instructions, really, and as far as the personnel in that department, Mr. Baty tends to that.

Q. But take your girls that work on the machines, do you send a copy of these instructions for every one of the forty persons?

A. I don't think so, no.

Q. In other words, the instructions, the planning which is done, goes to the instructor?

A. That is right.

Q. And she in some manner passes it along to the people who actually perform the work; is that right?

A. That is right.

By Mr. Ingraham:

Q. Isn't it a fact that the instructor is directed to pass the instructions to the operators?

A. That is right.

[fol. 2000] Q. With reference to Mr. Cowan, do you direct Mr. Cowan, in case there is new merchandise, to handle the merchandise in a certain way, and to have certain people assist him?

A. That is right.

Q. And he has no authority on his own initiative to go out and order people to assist him?

A. No.

Q. Now, you mentioned that Mrs. Gray worked in the store? A. That is right.

Q. Has Mrs. Gray any authority over the other people who work in the store, with reference to ordering them about their work, and with reference to hiring and firing and disciplining these other people?

A. No.

Recross-Examination.

By Mr. Leary:

[fol. 2004] Q. Who other than Mr. Baty, if anyone, has charge of the examiners?

A. You mean, who directs their work after they get their instructions from Mr. Baty?

Mr. Leary: Read the question, please.

(Thereupon the last question was read by the reporter.)

A. Well, Mrs. Tyhurst is their instructor, or directs their work.

By Mr. Leary:

[fol. 2005] Q. In the event Mrs. Tyhurst finds something wrong with the work she is examining, do you know what she does with it?

A. She sends it back to the operator to have it repaired.

Q. She does not go and ask Mr. Baty if it is O. K. to send it back to the operator, does she?

A. No, because those were the instructions he gave her previously.

Q. Do any of the examiners who work, as you say, with Mrs. Tyhurst, or under her direction, have to ask Mrs. Tyhurst or Mr. Baty before they send any work back to the operators?

A. No. That is part of the policy Mr. Baty set up. If the repair work is bad or something is wrong they just [fol. 2006] send it back to the operator.

Q. The judgment is solely with the examiner himself or herself?

A. Well, I don't think you would call it judgment, but if something is wrong they are capable of knowing whether it is right or wrong.

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[fol. 2022] Mr. Ingraham: Mr. Keyes.

GEORGE KEYES, [a witness,] a witness called by and on behalf of respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. State your name, please.

A. George Keyes.

Q. Mr. Keyes, are you employed by the Donnelly Garment Sales Company?

A. I am.

Q. In what capacity?

A. I am generally in charge of sales, one of the managers, in charge of the order handling, and I handle the sales force, deal with the customers, and see that the goods are sold and shipped.

Q. Mr. Keyes, how long have you been—

Trial Examiner Batten (Interrupting). Pardon me.

By Trial Examiner Batten:

Q. This chart I have indicates you have something to do with returns.

A. Returns of goods. The merchandise is shipped out, and then the incidental part of merchandise that comes back is handled by me.

By Mr. Ingraham:

Q. How long have you been connected with the Donnelly Garment Sales Company?

[fol. 2023] A. I have been here in Kansas City for six and a half years.

Q. I would like to ask, Mr. Keyes, if you ever instructed, advised, or suggested, in any manner, to any employee of the companies, that is, the Donnelly Garment Company or the Donnelly Garment Sales Company, that they join the Donnelly Garment Workers' Union.

A. No, sir.

Q. Have you ever instructed, or advised, or suggested, in any manner, directly or indirectly, to any employee of those mentioned companies that they should not join the International Union? A. No, sir.

Q. Did you ever hear Mrs. Reed, Mr. Baty, Mrs. Reeves, or any other official or any person with authority to hire and fire or discipline, advise or suggest to any employee that they should join the Donnelly Garment Workers' Union? A. No, sir.

Q. Or that they should not join the International Union? A. No, sir.

Q. Did you ever at any time intimidate or coerce any employee into joining the Donnelly Garment Workers' Union? A. No, sir.

Q. Did you ever hear Mrs. Reed, Mr. Baty, Mrs. Reeves, or any other official of the companies, or any person with authority to hire and fire, intimidate any employee in or [fol. 2024] der to force them to join the Donnelly Garment Workers' Union? A. No, sir.

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By Mr. Ingraham:

Q. Did you ever at any time bring any pressure on any employee in order to force them to join the Donnelly Garment Workers' Union? A. No, sir.

Q. Did you ever contribute financially or in any other way to the Donnelly Garment Workers' Union?

A. No, sir.

Q. Did you ever hear that Mr. Baty or Mrs. Reeves or Mrs. Reed ever contributed financially or any other way to the Donnelly Garment Workers' Union? A. No, sir.

Q. Did you ever cause any employee to be discharged because of any union affiliation?

[fol. 2025] A. No, sir.

Q. Or any union sympathy? A. No, sir.

Q. Do you know of any employee that has ever been discharged by the companies on account of their union affiliation? A. No, sir.

Q. Did you assist in the organization of the Nelly Don Loyalty League? A. No, sir.

Q. Did you become a member of that organization?

A. Yes, sir.

Q. Have you ever been to a meeting of that organization? A. No, sir.

Q. Are you a member of the Donnelly Garment Workers' Union?

A. No, Mr. Ingraham.

Q. Did you assist in any manner in the organizing of the Donnelly Garment Workers' Union?

A. No, Mr. Ingraham.

Q. Have you ever authorized the use of bulletin boards at the plant by union members for union purposes?

A. No, Mr. Ingraham.

Q. Did you ever see on the bulletin boards any union matters? A. No, I never have.

Q. Have you ever authorized any union member to use any property of the companies' for union purposes?

[fol. 2026] A. No, Mr. Ingraham.

Q. Have you ever authorized them to use any stationery for union purposes? A. No, Mr. Ingraham.

Q. Have you ever authorized them to use the telephone for union purposes? A. No, sir.

Q. Have you ever kept any members or any meetings of the International Ladies' Garment Workers' Union under surveillance? A. No, Mr. Ingraham.

Trial Examiner Batten: Mr. Ingraham, I presume the answers that Mr. Keyes gives are—Is Mr. Keyes employed entirely by the Sales Company?

Mr. Ingraham: Yes, sir. Of course, as a matter of fact, Mr. Examiner, the Sales Company and the Donnelly Garment Company are in the same building, the offices are together, and the members of both of these companies are the same.

Trial Examiner Batten: Your question, then, is intended to cover both; is that it?

Mr. Ingraham: Yes, anything he may know.

[fol. 207] (By Mr. Ingraham) I will ask you, Mr. Keyes, if at one time there was a young lady by the name of Elsa Graham employed in the sales department?

A. Yes, there was.

Q. Do you recall how long she worked there?

A. It would be my impression, Mr. Ingraham, it was somewhere between a year and a half and a year and three-quarters.

Q. And did she leave the employment voluntarily?

A. She did.

Q. Would you state, please, what her salary was?

A. She received a weekly compensation of \$35.

Q. Was that the salary that she received during the whole time of her employment?

A. Yes.

Q. Was she, at any time, ever demoted?

A. No, sir.

Q. Was her salary ever reduced?

A. No.

Q. Did you ever discuss with Mrs. Greenhaw any matters relating to the I.L.G.W.U.?

A. No, Mr. Ingraham.

Trial Examiner Batten: Well, I don't recall. Did she work in Mr. Keyes' department?

The Witness: Yes, immediately with me.

[fol. 2028]. Q. (By Mr. Ingraham) Did you, at any time, exert any coercion on Mrs. Greenhaw in order to force her to join the Donnelly Garment Workers' Union?

A. No, Mr. Ingraham. I knew her as Graham. I never knew her as Greenhaw.

Q. Mr. Keyes, did you take part in the negotiations of the contract between the Donnelly Garment Company and the Donnelly Garment Workers' Union?

A. I did.

Q. Now, I believe that contract was with the Donnelly Garment Company and the Donnelly Garment Sales Company and the Donnelly Garment Workers' Union; is that a fact? A. That is my understanding.

Q. Will you just state what occurred with reference to the negotiations of that contract?

A. There had been one or two conversations with Mrs. Reed after—

Q. (Interrupting) Well, just state what you know of your own knowledge.

A. Of my own knowledge. I had a conversation with Mrs. Reed, that there was a negotiation about to take place with the union, and there were various points mentioned, that would come up for discussion, namely, a minimum salary. I was told that Mrs. Reed would meet with her associates and with representatives of the union, I [fol. 2029] believe it was in May, 1937. It was somewhere between May 20 and May 28, as I recall. We went in to Mrs. Reed's office, and I met for the first time Mr. Tyler. There were present, the attorney for the company, you were there, Mr. Ingraham,—Mr. Brown, Mr. Hobart Atherton, Miss Marjorie Green, Miss Rose Todd, of course, Mr. Baty was there, as was Mr. Green. There were one or two others whose names do not come to me at this particular time.

There was a general discussion of the contract. The representatives of the union were very much concerned about a \$15 minimum for a period of 2 years—

A proposal was made for a 2-year contract with a minimum wage of—a minimum of 40 hours. I protested against that very vigorously, and Mr. Tyler referred to my remarks as typical of management, and was very critical of the position that I took. I pointed out—

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[fol. 2030] Q. Mr. Ingraham: (Interrupting) Well, Mr. Keyes, not to interrupt you, but just tell what took place at this meeting. What was said—not attempting to quote what somebody said, but in substance what was said?

A. I objected to a 2-year contract because of the seasonal character of the business. The depression was not over. \$15 was a rate—I believed, a higher rate than any other rate in the United States for a 52-week year. Mr. Tyler, as I recall, felt that because there had been a minimum of \$15, that was the least that should prevail.

I pointed out that Mrs. Reed was binding herself to a period of two years, when we didn't know what was going to [fol. 2031] happen to the country.

I also objected to having the salesmen become members of the union; 28 men seemed to me that they didn't belong in the union at all, and Mr. Tyler took the position that they all should be there.

There was also a proposal regarding arbitration. Mr. Ingraham, as I recall very clearly, took the position that there should be arbitration, but that, nevertheless, any person in the organization should have the right of a direct access to the management and ownership of the business, and while he discussed arbitration in a favorable way, he held out very definitely for that right of appeal independently, without interference, to the proper person in the business.

There were—

Q. (Interrupting) Just let me interrupt a minute at that stage. Was it a fact that Mr. Tyler desired or made a proposal that would require any employee with a grievance to first take the grievance up with the union and then the union would take the matter up with the company?

A. Yes, sir.

Q. And was there any objection on the part of the representatives of the company to that?

A. The company had no serious objection, as I recall, to that, but they wanted the individual to feel free and able to come to the management with his or her particular situation.

Q. Well, isn't it a fact that Mr. Tyler objected to any provision that would allow the employees to come direct to the company? A. I do so recall.

Q. Well, just proceed, then.

A. During the conference there was a discussion of whether the arrangement should be one of understanding between persons who trusted each other; or whether there should be a written contract.

As I recall, you definitely had some reservations about the necessity or the propriety of a written contract. That point was discussed.

Mrs. Reed said that she didn't want to hold people at arm's length, that she had never worked with people at arm's length, and she wondered whether it was necessary to have a formal contract with those persons whom she referred to as her people.

Trial Examiner Batten: Isn't the date definitely agreed on here as to when this meeting took place?

Mr. Ingraham: Yes, it was May 27, 1937.

Mr. Ingraham: I hand you a copy of the contract, Mr. Keyes, and ask you to look at it and state any other matters—

* * * * *

[fol. 2033] (Whereupon, the Board's Exhibit No. 6 was handed to the witness.)

A. Mr. Ingraham, there was a discussion of arbitration, to which I have referred, and then there was a reference to the fact that the contract provided for no strikes during the period of the contract; no stoppages. That was mentioned by Mr. Tyler as an argument in favor of the closed shop arrangement, and also for the long period of the contract, to which we had taken exception.

Then the vacation schedule came up, and while I, individually, of course, learning this from Mrs. Reed when I came out here nearly 7 years ago, believed in vacations, inasmuch as this clause is the only kind that I know of in the needle work industry contract, I wasn't sure that the company would bind itself to give vacations with pay, which prior to that time had been optional and in the discretion of the management.

Trial Examiner Batten: Now, just a moment, Mr. Keyes, Mr. Keyes, volunteering that statement there, I [fol. 2034] thought that we had the understanding that—I mean, I advised you, rather—I don't know as you all agree with me—that I didn't want to get into a comparison of this contract with other contracts, and I limited the Board's testimony the other day, when I asked them the direct question, if all the questions which they asked applied only to how the contract was negotiated.

Now this, of course, brings up—Mr. Keyes volunteering this statement that no needle contract has such a phrase any place, you are beginning to compare the contracts.

The important thing with this contract, and with this union, is not what is in this contract. The important thing is, did the union, in good faith, and the respondent, sit down and negotiate a contract?

Now, a union can negotiate any terms they see fit in a contract. So, the only question here is, did Mr. Tyler and the committee representing the Donnelly Garment Workers' Union negotiate in good faith, did the respondent negotiate in good faith? And, having arrived at an agreement, they put it in writing and signed it. Therefore, Mr. Keyes' statement about this particular paragraph in comparing it with some other contract, I don't consider that it should be accepted, in accordance with my prior ruling. Therefore, I won't receive it.

Mr. Tyler: Your Honor has in mind that the intervener asserts that comparison with other contracts is valid and [fol. 2035] admissible evidence to show the genuine negotiation of this contract and the genuineness of the desires of the employees to negotiate in this matter, and have their own union, and we except to your ruling that comparisons are not proper.

Trial Examiner Batten: Yes, I understand your position, Mr. Tyler, and I only say in answer to that, this: that the Donnelly Garment Workers' Union or the International Ladies' Garment Workers' Union or any other union can negotiate any contract they want. I mean, they could go out here and negotiate a contract for less wages, less salaries, no vacations, and abominable conditions, if the union wanted to do it. So I say that I am not concerned about comparison of these contracts. I am concerned about, did they actually negotiate, and agree on these things, and when they agreed, sign the contracts; and, of course, as I understand it, that is the matter, Mr. Tyler, which you except to?

Mr. Tyler: Yes.

Mr. Ingraham: Respondent excepts.

By Mr. Ingraham:

Q. Mr. Keyes, will you state what other provisions were discussed?

A. Paragraph 2 refers to rate of pay and minimum of \$15, especially applicable to less experienced and under-average piece work operators, messengers, bundle boys, and other unskilled workers. There was a reference to that clause in the discussion, as being excessive in the [fol. 2036] opinion of the management, for ordinary labor in Kansas City, working 40 hours. Bundle boys, right out of school.

Of course, there were several—this you hand me, Mr. Ingraham, is the final draft. There were several drafts, as I recall, of this agreement, and I also remember that you went to the telephone and discussed this with Senator Reed, various phases of it. So that this draft that you are handing me is the final contract, which followed a number of other drafts which had been discussed with the union.

Q. Did Mr. Tyler have a draft prepared when the meeting began?

A. I think not. I think he came in with a memoranda of notes.

Q. Well, he read something, though?

A. He read something to us.

Q. And then he left for our strike that. Did the meeting adjourn?

A. Yes, for further consideration. Mrs. Reed said she wanted to take up certain points with you and with her various managers, and, of course, with Mr. Baty.

Q. And did Mr. Tyler leave his memoranda with us?

A. Yes, he did.

Q. Did that occur in the morning? A. Yes.

Q. Then did we have a later meeting that day?

[fol. 2037] A. There was a later meeting in the afternoon.

Q. And in the meantime did we prepare a form of contract? A. We did.

Q. And the final contract is the one that you have?

A. It is, Mr. Ingraham. That is the one of the 27th of May.

By Trial Examiner Batten:

Q. Mr. Keyes, about how long did this morning meeting last, if you recall?

A. Well, I should think that it started about 10 or 10:30 in the morning; an hour or an hour and a half, at least, possibly 2 hours.

Q. How long was the afternoon meeting, if you recall?

A. I should think about 2 hours. I think some of us had lunch in the factory, so that we could—so that it might be very accurately said that we considered it longer than the period given you, sir, and, of course, there had been other conversations of an informal nature by Mrs. Reed with me.

By Mr. Ingraham:

Q. Now, Mr. Keyes, is there a Miss Alexander in your department? A. Yes.

Q. What character of work does she perform?

A. She assists me in the correspondence with the stores, on matters having to do with the filling of orders.

Q. Has she any supervisory powers? A. No, sir.

Q. Is she in charge of the work that Elsa Graham performed? [fol. 2038]

A. No. I was in charge of that work.

Q. Is there a girl in your department by the name of Sandy? A. Martha Sandy, yes.

Q. What work does she do?

A. She assists me in the return department.

Q. Does she have any supervisory powers?

A. No.

Q. Was she a superior of Elsa Graham.

A. No, sir.

Q. As a matter of fact, did Miss Sandy receive a higher salary than Elsa Graham?

A. No, she received less.

Q. Was there a girl by the name of Elizabeth Nobles in your department? A. Yes.

Q. What character of work did she do?

A. She assisted me also in the correspondence.

Q. Does she have any supervisory powers?

A. No, sir.

Q. Was she a superior of Elsa Graham? A. No, sir.

Q. Did she receive a higher salary than Elsa Graham?

A. No; a lower salary.

[fol. 2039] Q. Did you, in any way, assist in the organization of the Donnelly Garment Workers' Union?

A. No, sir.

Q. Do you know of any official of the company, or any person with authority to hire or discipline or discharge that assisted in the organization of the Donnelly Garment Workers' Union?

A. I do not.

Q. Do you know of any financial contributions the Donnelly Garment Company has ever made to the Donnelly Garment Workers' Union?

A. I do not.

Q. Do you know of any kind of support that the Donnelly Companies have given the Donnelly Garment Workers' Union?

A. No, sir.

Q. Have you, yourself, given any support to the Donnelly Garment Workers' Union?

A. I have not.

Q. Have you ever instructed anybody or any employee at the Donnelly Garment Company to join the Donnelly Garment Workers' Union?

A. I have not.

Q. Have you ever advised or instructed any employee not to join the International Ladies' Garment Workers' Union?

A. I have not, Mr. Ingraham.

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[fol. 2040]

Cross-Examination.

Mr. Tyler: Mr. Keyes, isn't it a fact that in the discussions which were had pending the execution of the contract on May 27, that Mrs. Reed said that she wanted her people to be free to come directly to her with complaints, and that I said, "Certainly, they are guaranteed that right under the Wagner Act. All I want is that they shall also have the right to handle complaints through the union and union representatives, if they so choose."?

Mr. Langsdale: Just a moment. I object to the question for the reason that the witness has already testified Mr. Tyler was in there insisting that they have to go through the union first, whereas, Mr. Ingraham was insisting that they had the right to go to the management. It is an effort to get this witness to change his testimony, because Mr. Tyler probably knows that we have dug his speech out of one of these minutes, telling them that.

Trial Examiner Batten: Well, I don't see any objection if Mr. Tyler wants to examine this witness with respect to matters in a meeting which he took part in.

Mr. Tyler: Frankly, I wish—

Mr. Langsdale (interrupting): He is—

Trial Examiner Batten (interrupting): Just a moment.

[fol. 2041] Mr. Tyler (continuing): To force him to change his statement I think he is wrong. I have a right to do it on cross-examination.

Trial Examiner Batten: Let's proceed. Read the question.

(Whereupon, the question was read by the reporter.)

Trial Examiner Batten: There is no objection to that question, is there?

Mr. Langsdale: Yes, sir.

Trial Examiner Batten: I thought you were just making that remark to Mr. Tyler.

Mr. Langsdale: There is an objection. The witness has already testified to the contrary.

Trial Examiner Batten: If it was in the form of an objection, it is overruled.

A. Mr. Examiner, in answering the question, this is my first experience of this nature. Am I privileged to state that I don't understand that I am changing my testimony?

Trial Examiner Batten: Well, of course, any witness has a perfect right to answer a question, and then, when you have answered the question, if you have any statement that you want to make, you may make it.

[fol. 2042] The Witness: Your statement of what happened there agrees with my recollection, Mr. Tyler.

By Mr. Tyler:

Q. Mr. Keyes, do you recall or do you not recall that on the occasion when the union asked that the minimum be raised from \$15 to \$16.50 a week that you or someone else left the room and went to the books and counted up how

many people would actually have their salaries raised if the minimum was raised to \$16.50 a week?

A. Mr. Tyler, I had nothing to do with that other negotiation.

Trial Examiner Batten: You mean, that is Board's exhibit No. 7?

Mr. Tyler: That is the wage agreement of June 22.

By Mr. Tyler:

Q. You had nothing to do with that?

A. Nothing whatsoever.

Q. Who brought up the matter of arbitration as a part of the contract of May 27, 1937?

A. My recollection is that the union brought the matter of arbitration up. There was a discussion as to what kind of agency should be established if the necessity should arise, and my recollection is—I believe I am right—either Mr. Ingraham or Mrs. Reed thought that if there was to be a group of people the third person should be someone such as a Federal judge, and I believe a board of three was [fol. 2043] established, one designated by the union, another by the firm, and then a Federal Judge. That was the trend of the discussion, as I recall it.

Q. But, the best of your recollection is that the union was the first one to mention the matter of putting arbitration in the agreement, is that right?

A. That is right, that is my recollection.

Q. How much time intervened between the morning session and the afternoon session, according to the best of your memory?

A. An hour or an hour and a half or two hours, sir.

Q. During that time did you or did you not spend time in considering the propositions made by the union?

A. We did.

By Trial Examiner Batten:

Q. Who do you mean, "we"?

A. Well, we talked it over with Mrs. Reed, Mr. Ingraham, Mr. Baty, Mr. Green, and we discussed it with some of our assistants.

By Mr. Tyler:

Q. Do you have any knowledge of either the Donnelly Garment Company or the Donnelly Garment Sales Company ever paying any bills of indebtedness of the Donnelly Garment Workers' Union?

A. No, sir.

Q. Has there ever been any instructions or permission gone out for either company to pay any bills of the union?

A. No, sir.

[fol. 2044] Q. Do you have any knowledge or did you ever hear of either the Donnelly Garment Company or the Donnelly Garment Sales Company ever paying or instructing or permitting the payment of any sums to Gossett, Ellis, Dietrich, and Tyler in connection with either the Loyalty League or the Donnelly Garment Workers' Union?

A. No, Sir.

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LEE BATY, a witness called by and on behalf of respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. State your name, please.

A. Lee Baty.

Q. Where are you employed, Mr. Baty?

A. Donnelly Garment Company.

Q. In what capacity?

A. Production manager.

Q. How long have you been production manager?

[fol. 2045] A. Since about the 25th of June, 1935.

Q. Will you just state what is included in the production department?

A. Well, that is a pretty large field. Everything pertaining to the production of the garments. It starts in with the cutting, and then the bundling by the dividers. From there it is distributed to the sections, with different parts of the garments made in various sections. The skirts are made in one section, waists in another, belts in another, and then the examining of the dresses after they are completed, and the ironing of the dresses, and the folding, and the passing of them into the shipping room ready for shipment.

Q. Mr. Baty, I will hand you I. L. G. W. U. exhibit No. 10 and ask you if you had anything to do with the circulation of that petition.

A. I did not.

Q. When did you first learn that there was such a petition as that?

A. When it was delivered to Mrs. Reed at her residence.

Q. To your knowledge, did any official of the company, or any person with authority to hire and fire or discipline, cause that petition to be circulated?

A. They did not.

Q. Were you present at a meeting of March 18 of the Donnelly Garment Company?

[fol. 2046] A. A meeting of employees, you mean?

Q. Yes.

A. No.

Q. Did you have anything to do with the arrangement of that meeting?

A. I did not.

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[fol. 2047] By Mr. Ingraham:

Q. Was there a girl employed at the Donnelly Garment Company by the name of May Fike?

A. There was.

Q. What particular work did she do?

A. Well, shortly before she left she was doing under-arm seams.

Q. State whether or not that character of work had been [fol. 2048] handled by each section prior to 1937.

A. Sometime before that, I think it was in 1936, according to my recollection, I changed the underarm seams for the cotton garments from the individual sections to a special section, which was designated by number, section 523.

By Trial Examiner Batten:

Q. You mean by that, Mr. Baty, that all of this underarm seam work then went to one unit?

A. To one unit, section 523.

Q. In other words, the other units did all of the work up to that point, and then the bundles were taken over to this one unit that did this particular work, is that correct?

A. That is correct to a certain extent. On these dresses work is performed all over the factory. The department did perform the work on the underarm seams.

Q. That is the only place where they did that work?

A. That is the only place where they did the underarm seams for the cotton garments.

By Mr. Ingraham:

Q. Prior to the time that you made that change state whether or not the operators that performed underarm hemming would do, also, other operations?

A. Yes, they would. During the previous period, before I made this change, there would be from two to four operators in a section that would perform the underarm seams, when available, but there was a great deal of the time we didn't have enough underarm seam work to keep these two, [fol. 2049] to four busy and as a result they would be required to do some other kind of work.

In order to provide more continuous work on the same operation for these particular people I assembled them in one section and brought the work to them from all sections.

Q. After that change was made the operators that performed underarm hemming did not perform any other operations; is that a fact?

A. That is right.

Q. What kind of work did May Fike do?

A. May Fike was doing underarm seams just prior to the time she left.

Q. Was she capable of doing any other kind of work?

A. She had worked on other work prior to the time she was transferred into this special section. She had done some binding of different kinds, but her best—

[fol. 2060] (Whereupon, the partial answer was read by the reporter as follows:

“A. She had worked on other work prior to the time she was transferred into this special section. She had done some binding of different kinds but her best —”).

Trial Examiner Batten: Let the record show Mr. Langsdale withdraws his objection.

A. Her best work was on the underseam binding. Her earnings for a piece work rate basis was far better on the underseam binding, and that is the reason I had transferred her to that section. Her work in the other sections was not satisfactory as compared to other operators' work.

By Mr. Ingraham:

Q. How many underarm binders were in this section that you refer to?

A. There was — it run from twelve to fourteen. Occasionally, there might be fifteen.

Q. In comparison with the other underarm binders, was May Fike of equal ability?

A. I would say that we had more work returned to May [fol. 2061] Fike to be corrected than any other underseam binder we had.

Mr. Tyler: Mr. Baty, can you speak a little louder, please? I can't catch all of it.

The Witness: Yes.

By Mr. Ingraham:

Q. Now, Mr. Baty, will you state the months that are the peak seasons in the Donnelly Garment Company?

A. Well, the peak seasons are March, April and May.

Q. I will ask you if that was true in 1937?

A. Yes, sir.

Q. I will ask you, Mr. Baty, around the first of May, the first several weeks in May, if the plant was operating at full capacity?

A. Yes.

Q. And was that true with respect to work for under-arm binders?

A. Yes, it was true to this extent: possibly one day a week you would be low on that particular operation and it might be necessary for any number of the underseam binders to go home for one or two hours, or maybe half a day.

[fol. 2062] Q. I will ask you if the operators in section 523 took their vacations during the month of May?

A. Do you mean, with reference to 1937?

Q. Yes.

A. They did not.

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[fol. 2063] By Mr. Ingraham:

Q. Mr. Baty, did you have any conversation with Mrs. Hyde regarding May Fike's vacation?

A. I did.

Q. Will you just state what occurred?

Mr. Leary: I object to this, Mr. Examiner, as being a self-serving statement.

Trial Examiner Batten: You may answer.

A. Along about the first of May, 1937, May Fike came to Mrs. Hyde's desk, which was located on the seventh floor. I had a desk located about 15 feet away, within the [fol. 2064] same enclosure, such a thing as this rail in front of me (indicating).

May Fike told Mrs. Hyde she wanted to go on her vacation because her husband was getting his vacation at that particular time.

Mrs. Hyde came over to my desk and asked if May Fike could have her vacation. I told Mrs. Hyde we could not permit anybody to go on their vacation at that time, that we had too much work in the factory to permit anybody to leave, but that if she insisted on going we couldn't prevent her, we couldn't keep anybody from quitting, but if she went, to make it clear to her that she was leaving our employment.

Mrs. Hyde went back and told May Fike she could not take her vacation at that time—

By Trial Examiner Batten:

Q. (Interrupting) Just a minute. Were you there?

A. I was as close as I am to you.

Q. Did you hear this?

A. I heard every word.

Mrs. Hyde told May Fike if she went she would be leaving our employ. May Fike said, "Regardless of that, I am going." Mrs. Hyde said, "Well, now, you want to understand that you are quitting the employment of the company." And May Fike left.

By Mr. Ingraham:

Q. Did you ever hear that May Fike called Mrs. Hyde after her return from her vacation?

[fol. 2065] A. Mrs. Hyde told me about the first of June, or shortly afterwards, that May Fike had called in, asking to come back to work, and I told Mrs. Hyde we didn't have any work for her. That was in June, 1937.

Q. Now, in June, 1937, was there a lack of work at the plant?

A. In June, 1937— We run out of work, usually, about the middle of the month. That is, in all of the departments the work commences to dwindle down, starting in in the first part of June, and each department gradually runs out

of work. We finish up the work approximately the middle of the month, approximately the 23d or 25th.

[fol. 2066] Q. Did you know that May Fike was a member of the International Ladies' Garment Workers' Union prior to the time she testified in court?

A. No.

[fol. 2067] By Mr. Ingraham:

Q. At the time May Fike left, did you know she was a member of the International?

A. No.

Q. Now, Mr. Baty, how far was May Fike's machine from Fern Sigler's?

A. The exact distance, by measurement, is 31 feet and 5 inches from needle to needle.

Q. And you have measured that?

A. I measured it.

Q. I will hand you Respondent's Exhibit 4, and ask if that is a picture of the sections in which May Fike worked and Fern Sigler worked?

A. Yes, it is.

Q. I will ask you if you can point to the machine at which May Fike worked.

Mr. Leary: I object to his testifying on that after it is already pointed out here.

By Mr. Ingraham:

Q. I will ask you if the mark on this exhibit at the left-hand side is over the machine at which May Fike worked.

A. It is.

Q. And is the mark on the other side of the picture over the machine at which Fern Sigler worked?

A. It is.

Q. Now, Mr. Baty, if May Fike was sitting at her machine, state whether or not she would be facing Fern Sigler.

A. If she was sitting at her machine, facing her machine?

Q. Yes.

A. She would be facing north, and could not see Fern Sigler's machine.

Q. Was Fern Sigler's machine behind her?

A. It was behind her and quite a bit to the left.

Q. Is it possible, or would it have been possible, for May Fike, sitting at her machine, to have turned and seen Fern Sigler at her machine?

A. As long as she remained seated, no.

Q. She would have had to have stood up?

A. She would have to stand up in order to see Fern Sigler's machine.

By Trial Examiner Batten:

Q. You mean by that the obstructions on the top of the table are such—

A. (Interrupting) Are such that she wouldn't be able to see over.

Q. Could she see a crowd of people if they were standing up over there?

A. She could see people standing, but she couldn't see anybody that was seated.

Mr. Ingraham: Mr. Baty, if the power is on, would it have been possible to hear people talking at a distance of 31 feet away from May Fike's machine?

[fol. 2069] Mr. Langsdale: Now, I object to that as calling for speculative conclusions. That would depend entirely upon how [long] the other people were talking, and, certainly, this witness can't say that any tone of voice, you couldn't hear some one 31 feet away. That is about the distance across the room. It is purely speculative; guess work.

Trial Examiner Batten: You mean, with all the machines running on the floor? Is that what you mean?

Mr. Ingraham: That is what I mean.

Mr. Langsdale: I still say it is purely speculative, depending upon how loud the voices were.

Trial Examiner Batten: You may answer, in an ordinary tone of voice would you hear?

Mr. Langsdale: Well, that wasn't incorporated in the question.

Trial Examiner Batten: Well, I am incorporating it.

A. In an ordinary tone of voice, you couldn't hear it at all. The only way you could possibly hear would be if it was shouted rather loud, and it would have to be mighty loud, at that.

By Mr. Ingraham:

Q. Mr. Baty, did you have occasion to go to this Section 523 on the morning of April 23, 1937?

A. I had occasion to go near it, and past it. I didn't stop at that section.

Q. What was the occasion that brought you up to that [fol. 2070] floor?

A. I received a telephone call that there was considerable commotion down on that floor, and I went down to investigate to see what the occasion was.

Q. And will you just state what occurred?

A. I went in on the floor and I saw a crowd of operator's gathered up around the machine of Fern Sigler, located in Section 521, and I went down to the machine and asked Fern Sigler to come go to the office, and she refused to go, said she wasn't going to the office, that she wasn't going any place, and I said "Well, I am telling you to go now. I am not asking you any longer. You go to the office. I want to talk to you." And after quite a few words that she wouldn't go, that she didn't have to go, why, she finally got up and went to the office with me.

Q. Then you had a conversation with her at the office?

A. In the office, she went in the office and I called Mrs. Hyde. I called a stenographer and told the stenographer to prepare to take a statement, and I stepped out of the room to gather some chairs, and I came back in, and Rose Todd was talking to Fern Sigler, and there was quite an exchange of words there between the different ones present.

Q. I will hand you Board's Exhibit No. 5, and ask you, Mr. Baty, if that was the statement that was taken down at that meeting with Fern Sigler in your office? (Indicating).

[fol. 2071] A. Yes.

Q. I notice, Mr. Baty, in this statement, you made this statement: "It is just the publicity in the paper, and the people are pretty well riled up. It is impossible to control them as long as you remain."

What publicity were you referring to?

A. That was an article that came out in the paper the night before stating that Sylvia Hull had been chosen as a representative of the employees of the Donnelly Garment Company to go to the convention at Atlantic City, to represent them in the International Ladies' Garment Workers' Union.

Q. I hand you Respondent's Exhibit 1, and ask you if that is the article you refer to.

A. It is.

Q. Did Fern Sigler leave after that conversation?

A. She left. I think it was some 30 minutes, or something like that, after she got to the office.

Q. State whether or not she then performed services for the International Ladies' Garment Workers' Union?

Mr. Langsdale: I object to that as immaterial.

Trial Examiner Batten: Sustained.

Mr. Ingraham:

Q. Do you know whether or not she called on the customers of the Donnelly Garment Company in Kansas City?

Mr. Langsdale: I object to that as immaterial. This [fol. 2072] is not an 8(3) case.

Trial Examiner Batten: Sustained.

By Mr. Ingraham:

Q. I will ask you, Mr. Baty, if you had any conversation that same day with Sylvia Hull.

A. I did not.

Q. Did Sylvia Hull go home that morning?

A. She did.

[fol. 2073] Q. Did you give any instructions later in regard to calling Sylvia Hull?

A. I instructed Mrs. Hyde to call Sylvia Hull, and a day or two following that morning Mrs. Hyde reported back to me that she had called Sylvia Hull and got no reply, was unable to reach her.

Q. Did she call more than once? A. She did.

Q. Over what period of time?

A. She called—I think it was the second day after she left she called intermittently all morning the phone number Sylvia Hull had left with her.

Q. Did you later learn that Sylvia Hull was in Atlantic City attending the International Ladies' Garment Workers' Union convention?

A. I did.

Q. Was there a newspaper article in the papers regarding that?

A. There was.

Trial Examiner Batten: You mean, she was there at the time these calls were made?

A. No. She was there after the calls were made trying to locate her.

Trial Examiner Batten: Then, I don't see what that has to do with it. I don't think it has anything to do with [fol. 2074] it if it was after these calls were made.

Mr. Ingraham: If Your Honor please, I want to show that we not only called but later learned she was in Atlantic City, and therefore there wouldn't have been any use to call, if she was there.

Trial Examiner Batten: I don't think that is material at all. The testimony about her being in Atlantic City, if it was after your attempts to call, may be stricken out.

Mr. Ingraham: Your Honor, I want to show she made a speech in Atlantic City.

Trial Examiner Batten: You may make an offer of proof on it.

Mr. Ingraham. They are asking for reinstatement of Sylvia Hull.

Trial Examiner Batten. You mean, this was a speech to the I. L. G. W. U.?

Mr. Ingraham: Yes.

Trial Examiner Batten: And that she said some things there that were not true?

Mr. Ingraham: Yes.

Trial Examiner Batten: Suppose she did?

Mr. Ingraham: I think it would show we would be justified in not reinstating her, in view of her statements. She states she was going to call a strike at the Donnelly Garment-Company.

[fol. 2075] Trial Examiner Batten: You may make an offer of proof on it. I don't think it is material to the issues.

Mr. Stottle: Further, if Your Honor please, if she was employed by this other concern, it would go to the reinstatement.

Trial Examiner Batten: If you want to show she had substantially equivalent employment, that would be a different thing. But, as I said before, there is no use showing what her earnings were, because if the Board should find she is entitled to reinstatement you can then determine what her earnings were.

Your purpose is not the question of substantially equivalent employment, is it, Mr. Ingraham?

Mr. Ingraham: That is going to be part of it.

Trial Examiner Batten: That she had substantially equivalent employment?

Mr. Ingraham: Yes, that she went to work for the International.

Trial Examiner Batten: If you want to show that she had substantially equivalent employment, you may show that.

Mr. Langsdale: When should they show that, now?

Trial Examiner Batten: I say, Mr. Ingraham may show that if she got a job, who it was with, and how much she made.

Mr. Langsdale: You mean, at this time, before the Board passes upon the question of reinstatement.

[fol. 2076] Trial Examiner Batten: There is a difference between substantially equivalent employment and showing

what her earnings were. This is not for the purpose of showing her earnings.

By Mr. Ingraham:

Q. Mr. Baty, has Sylvia Hull ever requested reemployment at the Donnelly Garment Company, to your knowledge?

A. She has not.

Q. I hand you respondent's exhibit No. 10 and ask you to state what publication that is.

A. It is "Justice," published by the International Ladies' Garment Workers' Union.

(Thereupon the publication above referred to was marked for identification "Respondent's Exhibit No. 10.")

Mr. Ingraham: I offer in evidence respondent's exhibit No. 10, the report of Sylvia Hull's speech.

Trial Examiner Batten: What date is that?

Mr. Langsdale: June 1, 1937.

Trial Examiner Batten: Mr. Ingraham, what is the purpose of this, if you care to disclose it? Is it to show the situation as it existed? It is not to prove the truth or untruth of anything in there, is it?

Mr. Ingraham: Yes, indeed. This is the official paper of the International.

[fol. 2077] Trial Examiner Batten: I certainly won't receive it to prove anything, an article in a newspaper.

Mr. Ingraham: Even though it is published by the International?

Trial Examiner Batten: I don't care whom it is published by.

Mr. Ingraham: Wouldn't that be considered as an admission?

Trial Examiner Batten: I don't believe in trying any of these hearings on newspapers, trade papers, or anything of that kind. If you want to offer it on the same basis you offered the other newspaper articles, I will receive it on that basis.

Mr. Ingraham? I offer it, of course, for all purposes.

Trial Examiner Batten: I am saying I will not receive it for all purposes. But if you want to offer it on the same basis as exhibits Nos. 6 and 7, although it restricts your general offer, I will receive it on that basis, on the basis of respondent's exhibits Nos. 6 and 7, and then you may have your exception.

Mr. Ingraham: I am still offering it for all purposes, and you are not allowing it to be received for all purposes?

Trial Examiner Batten: That is correct. But my question still is, do you want me to receive it on the same basis I did receive exhibits Nos. 6 and 7, having refused to receive [fol. 2078] it for general purposes?

Mr. Ingraham: Oh, yes.

Mr. Stottle: Mr. Examiner, may it not also be received to show that she said these things, even though the things she did say were not true?

Trial Examiner Batten: Mr. Stottle, I assume this article is in the same class as the other two, it speaks for itself.

Mr. Stottle: You let Senator Reed's statement in to show that he said certain things, didn't you?

Trial Examiner Batten: It was stated, in connection with that, that if the reporter were here he would testify Senator Reed said those things. I will receive it on that basis, although that is not Mr. Ingraham's offer. I am not going to receive these newspaper articles as proving or disproving anything that is said in them. I will receive them for just what they are worth as newspaper articles, and that is all.

(Thereupon the publication previously marked, as above set out, "Respondent's Exhibit No. 10," was received in evidence.)

*[fol. 2079] By Mr. Ingraham:-

Q. Mr. Baty, did you ever give any instructions that Sylvia Hull and May Fike should not be recalled or rein-

stated on account of their union membership in the International? A. I did not.

Q. I will ask you, Mr. Baty, what action you took on the morning of April 23, 1937, in regard to getting the operators back to work.

A. I don't understand what occasion you mean.

Q. April 23, 1937.

A. I went down to the sixth floor, the machine where Fern Sigler was working, and got Fern Sigler to go to the office, and at the same time, I turned and in- [fol. 2080] structed the girls to all get back to their machines and get to work.

Q. Was there any violence, to your knowledge?

A. There was none.

Q. What, if anything, did the operators say in regard to returning to work as long as Fern Sigler was there?

A. I heard shouts from amongst the crowd that they wasn't going to work until Fern Sigler left.

Trial Examiner Batten: You wouldn't call that a sit-down strike, would you?

A. I would say it was a stand-up.

By Mr. Ingraham:

Mr. Baty, after you took charge of the production of the factory, did you make any changes in reference to the method of production, or the plan of work? A. I did.

Q. I direct your attention to the work of the instructors. What, if anything, did you change in regard to their duties?

A. I changed the work of the instructors, I would say, to a very great extent. Prior to the time I took them, they were considered more or less supervisors, and entered into the discussions and recommendations as to the ability of different operators and made different recommendations as to which operators would be recalled after they were laid off, and after I took over the plant, I put instructors strictly on a basis of an instructor, and they were there to assist the operator in the performance of [fol. 2081] their work, and nothing else. They had no supervision over the girls, and it was none of their concern as to how the girls performed. They were to give them the work, take it away from them when it was fin-

ished, show them how to do it, if they didn't know how, and that was the extent that they were held liable for the girls in the section.

[fol. 2082] Q. Now, Mr. Baty, when did you put that plan into operation?

A. That plan was put into operation, as near as I can remember, about the month of July, 1935.

Q. Have instructors any authority to take work away from operators and give it to someone else?

A. They only have that authority when I give it to them. I will instruct them to do that on some occasions.

Q. Will you please explain how the work is distributed?

A. The work is sent from the cutting room—first, the plans are made as to where the work will be performed, and then the work is bundled in the cutting room, and the bundle ticket shows to what section the work is to go, and the bundles go to that section. And the instructors then have the operators, or if they do not have them we immediately transfer operators into that section to do that work. Sometimes the work gets there ahead of the operators. Then I have to transfer operators to that particular location to take care of the work.

The instructor merely takes the work out to the machine and gives it to the girl, and if the girl doesn't know how to do it the instructor sits down and does one or two operations to show her how.

When the work is done the instructor ties it up, and the thread girl or floor girl, whichever you want to call her, [fol. 2083] picks the work up and puts it in the basket to transfer it to the next section.

Q. Have the instructors any authority to withhold work from operators? A. They have not.

Q. As operators finish with bundles do the instructors see that they get additional work?

A. As soon as an operator finishes with one bundle she stands up at her machine, which is a signal to the instructor or floor girl that she needs work, and immediately, if there is any work, they take the bundle to her.

Q. Have instructors any authority to hire to discharge employees? A. They do not have.

Q. Have they any authority to discipline workers?

A. They do not have any authority to discipline operators.

Q. Do they have any supervisory authority?

A. They do not.

Q. Do the floor girls have any supervisory authority?

A. No.

Q. What are the duties of the floor girls?

A. The duties of the floor girls are to provide thread and trims in the way of binding, lace, and any other articles that go with the work.

The instructor, as a rule, starts the girl out on the [fol. 2084] bundle of work she is to do. Immediately, then, the thread girl follows up and sees that she has the proper thread and notions to go with it.

Q. How many operators are in a section?

A. Well, it depends upon our sections. In some sections we have 40 and some 44, and different amounts. The regular section, I would say, would be considered as 40.

Q. What position does Dewey Atchison hold?

A. At this time he is assisting me in planning the work for the factory and is paying particular attention to the cutting department. He prepares the statement of work that is going to be available. He then brings it to me and we go over it and prepare our plans a week or, sometimes, two weeks in advance.

Mr. Atchison's duty is to figure the various kinds of work that is in the group of style numbers, prepare it so that we will have the patterns on it available at a particular time, so that we can set up our factory for the work. And then I designate to him which ones he shall prepare an order on to be cut first in the cutting department.

Q. How long has Mr. Atchison been performing that character of work?

A. That has been since, I believe, around in December, 1938, he has been on this particular work and putting in the greater portion of his time on it.

[fol. 2085] Q. What character of work did he do in 1937?

A. In 1937 Mr. Atchison was doing considerable checking of the plannings as to what work could be done in the factory with the equipment we had. He worked with the pricing department, and after they had priced the garment he took the garment and checked it to see what machinery it was going to require in the factory to perform

the work, and made many checks of various kinds of operations which would improve the handling through the factory, but he had no connection whatever with the factory itself.

Q. Did he have any supervisory authority?

A. He did not. He worked alone as an individual employee.

Q. Did he have any authority to fire or hire or discipline? A. He did not.

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By Mr. Ingraham:

Q. I believe you stated you did not attend a meeting of employees on March 18, 1937; is that correct?

A. I did not.

Q. Did you attend a meeting of employees on April 27, 1937? A. I did not.

Mr. Langsdale: What date is that?

Mr. Ingraham: April 27, 1937.

By Mr. Ingraham:

Q. Will you state whether or not there was a meeting of employees on that date, during working hours?

A: There was not.

Q. At that time did the Donnelly Garment Company or the Donnelly Garment Sales Company have any control over the first or second floor of the Corrigan building?

[fol. 2087] A. They did not.

Q. Neither of those companies rented that space?

A. No.

By Trial Examiner. Batten:

Q. What hours did you work then?

A. Do you mean me or the factory?

Q. The factory. What time did they work? I presume you mean the superintendent. You work when you feel like it, don't you? What time does the factory close?

A. The factory closes at various hours. They go to work in the morning at, sometimes as early as 7:10, 7:20, 7:30.

Q. What I am interested in is, on April 27, 1937, what were the hours that day?

A. The hours that day would be from 7:30 until approximately 4:30. They start quitting at 3:50, 4 o'clock, 4:10, 4:20, 4:30.

Q. You mean they quit in shifts and start in shifts?

A. They quit in groups.

Q. Groups?

A. The starting time is staggered in order to handle the people in and out of the building. There are too many people to be handled on two small elevators all at one time. In order to help the people getting in and out, we stagger the starting time and quitting time.

By Mr. Ingraham:

[fol. 2088] Q. Did you, in any way, assist in the organization of the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you contribute financially at any time to that union? A. I have not.

Q. Mr. Baty, is there a cafeteria in the building?

A. Yes.

Q. On what floor is that cafeteria at the present time?

A. Third floor.

Q. Is that cafeteria operated by the Donnelly Garment Company or the Donnelly Garment Sales Company?

A. It is not.

Q. Would you state the arrangement under which that cafeteria is operated?

A. The cafeteria is operated by a party by the name of Kranz. He has a lease on the space. The Donnelly Garment Company furnishes him with lights, water and the heat, chairs, and tables and a few of the counter fixtures. Mr. Kranz furnishes all other equipment.

Q. What arrangement does he have with respect to rent? Does he pay rent? A. He pays rent, yes.

Q. What is the rent?

A. The rent he pays is \$1 a year.

Q. And what is the arrangement under which he operates that cafeteria in respect to price of food, and so forth?

A. It is understood in the arrangement with Mr. Kranz that he was to furnish good food and make it possible to furnish a meat and a vegetable and a drink for approximately 20 cents, and in order to enable him to do that, the

company furnished the chairs, tables and such equipment as they did furnish to help eliminate his overhead and make it possible for him to furnish these reasonable lunches to the employees.

Q. Now, does the company share in any way in the profit he makes in the operation of the cafeteria?

A. They do not.

Q. And is he in sole control of the cafeteria?

A. He is.

Q. Does the Donnelly Garment Company pay any of the wages of the employees? A. They do not.

Q. Do they pay for any of the food that Mr. Kranz sells? A. They do not.

Q. Mr. Baty, were you present when the contract between the Donnelly Garment Company and the Donnelly Garment Sales Company and the Donnelly Garment Workers' Union negotiated? A. I was.

Q. Will you just state what occurred?

Mr. Langsdale: I didn't hear that question.

[fol. 2090] Trial Examiner Batten: You mean the first contract?

Mr. Ingraham: Yes, the first contract.

Trial Examiner Batten: Board's Exhibit 6.

A. I was called to Mrs. Reed's office, which is located on the tenth floor, and was informed by Mrs. Reed, along with three or four other people—Mr. Ingraham was there, Mr. Keyes, Mr. Green—that the committee for the Donnelly Garment Workers' Union was going to call upon Mrs. Reed to negotiate a contract, and in a few minutes, the members of the committee were received at the office. I think, as I recall it now, Mr. Tyler said that he had a proposed contract or memorandum of some sort that he wanted to read, and asked the company to consider it.

Mr. Tyler read that contract, and I think he read it approximately half way through, and as I recall at this time, Mrs. Reed stopped him and told him that she thought that they had gone into that far enough at the time, but she believed she would like for him to leave the contract and give her an opportunity to go over it with her associates; that she didn't believe that they could save any

time or do any good until she had a chance to go over it with her associates.

I think this meeting was in the neighborhood of 10 o'clock or 10:30 in the morning and at that time we discussed a few points in this proposed contract that Mr. [fol. 2091] Tyler had presented, read part of it, and Mrs Reed asked the committee for the union to retire and give her a chance to go into it with her people; that some time in the neighborhood of noon, close to 12 o'clock, when they left, and as I recall it now, they returned about 2 o'clock.

At about 2 o'clock the contract was read paragraph for paragraph and many comments were made by the executives of the company, as well as the members of the committee, and Mr. Tyler, and changes were made, and it was some time in the neighborhood of 5 o'clock when the contract was finally signed. Different paragraphs had been retyped any place from three to ten times.

[fol. 2092] Q. Do you recall the discussion of any of the provisions of the contract? I will hand you Board's exhibit No. 5 and ask you if you want to refer to the contract.

A. One of the first discussions that came up was the employees that the contract was supposed to cover. I know at the time I objected to the contract covering all of the employees. I was of the opinion that the contract should be made to cover only the factory workers and could see no reason why they should incorporate all of the employees of the company in the contract.

After considerable argument we decided that if the Donnelly Garment Workers' Union insisted, their committee insisted that they all be members the company would take no further action on it, they would agree to it.

Q. State whether or not Mr. Tyler and Miss Todd and the other members of the committee informed the company that all of the employees had joined the union and wanted to be represented by the union.

A. Mr. Tyler and Miss Todd informed the officials of the company that they had cards signed by every employee of the company, authorizing them to represent them in the preparation of a contract, or to represent them as their committee to carry on these negotiations.

Q. State whether or not Miss Todd had submitted cards of these members of the union, of the Donnelly Garment [fol. 2093] Workers' Union, to the company.

A. It was quite some time before this meeting to enter into this agreement—I think it was some time in the neighborhood of the first of May, I was called to Mrs. Reed's office and given a box of cards by Mrs. Reed. She asked me to go over those cards and determine if the names that were on those cards were the names of our company. I think there was something like 1,100 cards at the time. I took those cards and went through them to determine if they were the employees of our company, and returned them to Mrs. Reed with the information that they were.

Q. Were there cards for all of the employees of the company?

A. I think not, not at that time. There were some that were not there—there were a few.

Q. Did Mrs. Reed state whom she had obtained the cards from?

A. Mrs. Reed told me she had received the cards from Miss Todd the day before.

Q. Mr. Baty, will you continue on with the examination of the contract?

A. Well, the paragraph pertaining to the specification of hours, 40 hours per week, I objected to that paragraph, but in the discussions and arguments that followed I was overruled on it. I didn't like the idea of being held to any specific hours. As production manager I wanted all of the hours I could get.

[fol. 2094] Q. Is it not a fact that it is a practice in the garment industry that during peak seasons the garment plants must work over 40 hours in order to get out the production?

A. There is, during the peak seasons. As far as our company is concerned, it is impossible to fill our orders, or to begin to fill them, without working our machines more than 40 hours a week.

There are several weeks where our orders will be so far in excess of the capacity of the plant that the only possible way to make any showing toward filling them is to work additional hours, in excess of 40 hours.

Trial Examiner Batten: Under this contract you can work more than 40 hours?

A. Yes.

By Mr. Ingraham:

Q. Does the contract provide that anything in excess of 40 hours is overtime?

A. The contract does provide that any time in excess of 40 hours shall be overtime.

Q. Have you stated the reasons why you objected to that provision in the contract?

A. For the reason that I wanted to be able to change the hours any time I saw fit. I didn't want to be restricted.

Trial Examiner Batten: You mean, change them without paying overtime?

A. Yes.

[fol. 2095] Mr. Ingraham: Will you continue on?

A. During this conference—I might say here that Fred Brown was the member of the committee who objected so strenuously to the idea of leaving the hours per week open.

Prior to the time I had taken the factory they had worked considerable time in excess of 40 hours; they had worked 45 hours on occasions, and 50 hours, and such employees as were on a weekly rate, a good many of them received no compensation for the additional hours of work occasioned when they would change their hours, and Mr. Brown was very much excited with regard to this and wanted to be sure this contract covered that phase of it.

By Trial Examiner Batten:

Q. You mean, time workers?

A. Time workers, yes, sir. When this contract was executed it was established that the hours per week for all employees would be 40, regardless of their position or how they were paid, whether by the hour, week or piecework, and anything in excess of that was to be overtime.

There was considerable discussion about the promotions and seniority rights. The members of the committee insisted that any positions that were open throughout the plant, that somebody in the plant be given the first opportunity to fill them.

Q. What positions do you mean?

A. All kinds of time positions—instructors, floor girls. [fol. 2096]. And there was considerable discussion on that point. I didn't like the idea of giving up the right to place anybody you chose in any position. And many took the position that the employees that were already in the service should have first opportunity to any position that was open, provided they could fill it. And after considerable discussion that was arrived at. The conclusion was as in the contract.

By Mr. Ingraham:

Q. You mean at times of layoffs, for instance, the oldest people would be retained?

A. At the time of layoffs and at the time of additional help coming in, or vacancies occurring by people leaving or resigning, and some of the positions that were weekly, continuous work, the piece workers wanted the privilege of having an opportunity to go on those positions.

We had quite a discussion about the meal period.

Before this contract was entered into with the Donnelly Garment Workers' Union it had been the practice of the company to extend the meal period, the lunch period. When it would come time to have the noonday lunch period the management of the plant, instead of taking a specified noon period of 30 minutes or 40 minutes, would notify the employees to take an hour and a half or two hours off for lunch and then return to work, because of the fact that they didn't have sufficient work for them at the time but they would expect to have it in a couple of hours. As a result of that practice, the committee for the employees insisted [fol. 2097] upon this regular meal period and got it.

Paragraph 14. The management insisted upon this paragraph about the reduction of the number of employees in accordance with the work they had to perform, and upon the right to discharge any employees whose services were unsatisfactory.

Paragraph 15. Vacations. Up to this time the pieceworkers in the plant had been receiving one week's vacation with pay, and the members of the committee insisted upon the pieceworkers being on the same basis as weekly-rated employees and that they should have the same vaca-

tion with pay as other employees. After considerable discussion it was agreed upon.

Paragraph 16. Members of the union committee insisted upon this paragraph. The company previous to the execution of this contract, had paid insurance and had given the employees such privileges as these, and the committee insisted that this be continued.

Then, there was considerable discussion as to the duration of the contract, and Mrs. Reed objected very strenuously, as well as the other executives, to entering into a contract for a period of two years. There was a great liability on the company's part in entering into a contract of this kind when nobody could foretell what the future was to bring; it was a great hazard that the company was taking to enter into such an arrangement as this [fol. 2098]. That is about all I can recall at this particular time.

[fol. 2099] Mr. Ingraham: Was there a discussion among the executives of the company?

A. Between the time that Mr. Tyler and the committee for the Donnelly Garment Workers' Union called upon Mrs. Reed in the morning and left about noon, and up until something like 2 o'clock, when they returned, amongst the officials of the company, we were in constant attendance, and every few minutes that phase of making a written contract was brought up and discussed, and it was only after the advice of Mr. Ingraham to the effect that he understood under the law that we would probably be compelled to do so, probably be better for us to enter into a contract, than not to.

Trial Examiner Batten: Mr. Ingraham, was that your interpretation of the Wagner Act?

Mr. Ingraham: I reserve my views on that, your Honor.

Trial Examiner Batten: Well, I mean, is the witness' statement correct as to your advice?

Mr. Ingraham: At the time?

Trial Examiner Batten: Yes.

[fol. 2100] By Mr. Ingraham:

Q. Mr. Baty, did the contract, Board's Exhibit 6, provide for the making of an additional wage agreement?

A. I don't see it in here, but it is my recollection that it did.

Q. Well, was there a wage agreement that was entered into after the time that this contract was executed?

A. There was an additional agreement entered into, approximately one month later, which was about the 22d of June, 1937, to cover the rates of pay for the various employees, various departments.

Q. I will hand you Board's Exhibit 7, and ask you if that is the agreement.

A. Yes, this is a supplemental agreement.

Q. Were there any negotiations respecting this contract? A. There was.

Q. Prior to the time that this contract was entered into, did Rose Todd request any information from you?

A. Rose Todd? Yes.

Q. What was the information she wanted?

A. After the signing of the first agreement, some few days after, possibly a week or 10 days, Miss Todd asked me to prepare for her a statement showing the rates of pay that the various employees throughout the Donnelly Garment Company and the Donnelly Garment Sales Com-[fol. 2101] pany received, the workers in the different departments, such as checkers, mechanics, spreaders and the helpers in the cutting department, dividers, the examiners, the floor girls, instructors and the—some figures on the average earnings of the operators on the different floors of the plant.

Q. Prior to the time this contract was entered into, did the company guarantee operators any amount in excess of \$15 minimum, which the company had been paying for a number of years?

A. They did not.

Q. Well, will you just state what occurred with reference to the negotiations of this contract, Board's Exhibit 7?

A. About the time this contract was signed, this supplemental agreement, I believe it was the afternoon before, Mrs. Reed and Mr. Ingraham and I went to Mr. Tyler's office and met there with Mr. Tyler and the committee of

the Donnelly Garment Workers' Union, and we discussed throughout the afternoon the question of wage agreement for the various employees.

Mr. Tyler had a draft set up, various proposals, and I think we were there until some 6 o'clock or 6:30 that evening. We agreed tentatively on certain phases of it, and then I think we came back the next day, some time close to noon. I don't know whether it was before or after noon. It was about noon, and we had discussed very [fol. 2102] thoroughly, I remember on the first day, the idea of possibly agreeing to a \$16 minimum as the low minimum for everybody.

We had discussed various other minimums, \$18 for certain people, \$20, and \$22.50, \$25.60 for different groups of operators, depending upon the kind of work and the class of work they were doing.

The next day, on our arrival, and shortly after the negotiations started again, why, we were confronted with a demand for \$16.50 for an absolute minimum instead of \$16. Well, after considerable discussion, Mrs. Reed and Mr. Ingraham and myself left the room where Mr. Tyler and the committee were, went into another office and called up the plant, got some information concerning the number of employees that would be involved in this \$16.50 minimum, and after a delay of some hour or hour and a half, we concluded that we could meet their demand and give them—

Q. (Interrupting) Did Mrs. Reed refuse, at first, to agree to \$16.50?

A. Mrs. Reed did refuse to even consider it at first, and after we left the meeting, Mrs. Reed, Mr. Ingraham and myself went into another room and discussed it further. Mr. Ingraham suggested that we call the plant and see how many people would be involved, and what the possible expense would be to the company.

Q. When you say "how many people would be involved" [fol. 2103], you mean how many people were receiving less than \$16.50? A. Less than \$16.50.

Q. And what information did we find from the plant in regard to that?

A. We found that there would only be in the neighborhood of 100 or possibly 150 that would be involved, so we concluded that we could meet it.

Q. Do you mean 150 employees? A. Employees.

Q. Will you look through the contract and state what other discussions took place.

A. Well, we have here the recognition of five holidays, consisting of Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Mr. Tyler, with the committee, demanded that the company pay piece workers on the same basis as they did weekly rated employees.

Before the contract was executed, a weekly rated employee was paid for holidays, although they did not work. So Mr. Tyler, with his committee, demanded that the piece workers be placed upon the same basis and after considerable argument one way and another, that was granted.

The only concession that the company got in that privilege was to tack on a sentence giving the employer the privilege to make up for time lost on account of holidays. That means that the employer can work the operators [fol. 2104] and other employees on a Saturday following; to make up this holiday, without having to pay them time and a half for such time. They only have to pay them straight time, since they did not work the holiday, and that is the only concession that the company got from that.

The method of determining piece work rates was discussed at this conference, and it was agreed that they were—that the basis at the time being used by the company was very satisfactory, and that they could be continued.

It was further discussed about dividing the work performed by the machine operators according to the class of work that they performed. That is, in regard to the different materials and the selling price.

The operators were divided into three groups. The first group was to cover the operators who worked a portion of their time on garments selling above \$45 per dozen, and the remainder at a lower price.

There was a second group that was established to cover operators who worked on garments that sold, wholesale, at \$45 and under, which we more or less termed at that time as the lower priced cottons.

There was a third group of operators established to cover operators who worked exclusively on what we termed the lower priced cottons, or cottons which sold wholesale at \$22.50 and under, and a separate and distinct minimum [fol. 2105] was established for each of these three groups of operators, and they had a fourth group of operators which was placed in this agreement to cover beginners.

Q. I will ask you, Mr. Baty, if the representatives of the union made the proposal to classify the operators as provided in the contract? A. They did.

Q. Did the representatives of the union take the position that the company should guarantee operators who worked on the higher priced garments a higher guarantee than \$16.50? A. They did.

Q. Did the company take the position that the company segregate a certain number of employees and have them work the year around on higher priced garments and nothing else and would guarantee those employees the higher guarantee?

A. The company took the position that they would be unable to segregate the work so that any specified group would be able to handle the work of the higher priced garment, and keep the people employed at such work, employed throughout the year, but they did say that by being able to give these people that were the ones which the committee for the union was requesting the higher guarantee, if they could give them some of the cotton work which wholesaled at \$45 and under, that they would be able to meet such a condition, and after considerable discussion this arrangement was agreed upon [fol. 2106] whereby they would, as I recall now, the committee for the union requested a \$22.50 guarantee for all employees who worked on any of the garments that wholesaled above \$45.

[fol. 2107] Q. Is it a fact that the employees that would come under the first classification could product all of the garments the company makes that sell at above \$45.

A. They could.

Q. Will you continue on and state what else took place?

A. Well, in addition to the operators, a very similar arrangement was made to cover the ironers. The ironers who performed the work on the garments that sold above \$45 were placed in a group, and a second group was provided for the ironers who performed the work on the middle classed cottons, or lower classed, as we commonly term it, and a third group was provided for ironers who work only on the lower classed cottons or the ones that wholesale at \$22.50 and under.

By Mr. Ingraham:

Q. Will you state what took place?
[fol. 2108] A. The committee for the union, after getting the setup for the three groups of operators, insisted upon the similar setup for ironers, and followed with a similar setup for folders.

Each and every class of employee was covered in this wage agreement.

The cutters at the time of this agreement were receiving \$40 a week, and this agreement provided for a regular \$42.50.

Q. Did the union representatives demand that the cutters' wages be increased?

A. They did. Prior to this arrangement there was no specification as to what a cutter would be paid, or a stretcher, or anybody else, except the one minimum of \$15 per week, and all of these items appearing in this agreement were at the request and the insistence of the representatives of the union, along with Mr. Tyler.

Q. After the union advised you and Mrs. Reed and myself as to the minimums that they were demanding did we check up on the payrolls to find out whether or not that would cost the company any considerable amount of money? A. We did.

Q. And was that the reason that the meeting was adjourned until the next day?

A. At the time we adjourned the meeting we had no information whatever as to what it would cost us, and we held a conference and decided it would be impossible for [fol. 2109] us to meet any of their demands or enter into any agreement with them covering any of those increases that were demanded without first checking our expenses to see if we could meet them, and that was the occasion for adjourning to meet the second time.

The second day we had satisfied ourselves as to the conditions and the possibility of meeting such additional expense, until we went into the meeting on the second day and then were struck with the proposal for a minimum for all employees of \$16.50, which we have not had presented to us the day before and had had no opportunity to check it up or have any information on it, and we had again to seek additional information before we could go any farther.

[fol. 2110] By Mr. Ingraham:

Q. Did you check the figures for the purpose of determining whether or not the proposals of the union would cost the Donnelly Company any considerable amount of money in excess of what it was paying?

A. I did.

Q. What did you find out about that?

A. I found out that unless we could make considerable improvement in our production methods that it would cost us a lot of money, and Mrs. Reed and I determined in discussing it that by changing our process of manufacture we would be able to meet this additional expense and make it possible for the piecework earners to earn their money.

Q. What change in methods of production?

[fol. 2111] A. We discussed the way that we could overcome this additional expense that would be placed upon the company if we signed that agreement and we arrived at the conclusion that if we would make certain changes in our production methods that we would be able to overcome this additional expense.

Q. Then, the contract was finally entered into?

A. Then the contract was signed.

Q. Were there many changes in the wording of the contract from the language that was first proposed by the representatives of the union?

A. There was considerable changing of the wording. There wasn't a whole lot of changing of the establishment of the rates. There was a great number of changes in the [fol. 2112] paragraphs and the wording of them—additions put in and some things taken out which would clarify the meaning. And in the discussions they were discussed very thoroughly so that we would all have the same thoughts concerning them.

I don't think there was any paragraph in the contract that is in it now that was in the proposed draft. I don't think any one of them ever remained the same.

Q. Is that wage agreement still in effect?

A. It is.

Q. It has been extended by the companies and the union?

A. It has.

Trial Examiner Batten: And that extension agreement is Board's Exhibit No. 10, I believe.

Mr. Ingraham: I think it is, yes.

Trial Examiner Batten. That is according to my record.

By Mr. Ingraham:

Q. Mr. Baty, does Rose Todd hold any supervisory position at the Donnelly Garment Company?

A. She does not.

Q. What work does she perform?

A. Rose Todd checks with the— Do you want it at this particular time?

Q. Yes.

A. She checks with the sections all over the plant, looking for merchandise that is delayed, dresses and bundles—checks to see what they need in the way of thread, lace, buttons, or any other notions.

[fol. 2113] Mr. Langsdale: What time are you talking about, today or—

Trial Examiner Batten: Now.

A. Now. And I might add, she has been doing that, I think, right close to two years or more. It has been the greatest part of her work. For a period in 1938 she worked on some special work with Mr. Atchison.

Trial Examiner Batten: You say that was 1938?

A. 1938.

By Mr. Ingraham:

Q. In 1937 what did she do?

A. She was working on the same work that she is now, checking delivery of notions and supplies to the sections.

Q. Are you a member of the Loyalty League?

A. No.

Q. Did you have anything to do with the organization of the Nelly Don Loyalty League?

A. No.

Q. Have you ever contributed financially to the Nelly Don Loyalty League?

A. No.

Q. Will you say whether or not the Donnelly Garment Company or the Donnelly Garment Sales Company has ever contributed financially to the Loyalty League, to your knowledge?

A. They have not.

[fol. 2114] Q. Have you ever authorized any member of the Donnelly Garment Workers' Union to use any of the bulletin boards at the plant for union purposes?

A. No.

Q. Have you ever authorized any members of the union to use the telephones at the plant for union purposes?

A. No.

Q. Have you ever authorized bundle boys or pick-up boys, or any employees during working hours to carry messages of union members for union purposes?

A. I have not.

Q. Have you ever authorized the use of any company property for union purposes?

A. I authorized the renting of the first floor for meetings.

Q. Well, just explain that, since you have mentioned it.

A. The Donnelly Garment Workers' Union rents the first floor to hold meetings, I would say approximately once a month, for which they pay a rental of \$3 per meeting.

Q. Have you, or the Donnelly Garment Company, allowed outside parties to use the first floor at any time?

A. I have, yes.

Q. What were the occasions?

A. I permitted the Missouri State Table Tennis Association to use that floor for a period of about 2 months, [fol. 2115] nights, to carry out their state tournament. I have permitted basketball teams from other firms to use that floor.

Trial Examiner Batten: You mean, for games or for practice?

A. For practice and for games.

By Mr. Ingraham:

Q. Have you ever rented or allowed the Donnelly Garment Workers' Union to use the first floor during working hours?

A. I have not.

Q. Have you ever authorized the use of typewriters or any other property of the company of that character for the use of the Donnelly Garment Workers' Union?

A. I have not.

Q. Do you know whether or not the Donnelly Garment Workers' Union have used the telephones of the company for union business?

A. Not to my knowledge.

Q. Did you have anything to do with a meeting of the employees on April 27, 1937?

A. I did not.

Q. Were you in any way consulted about that meeting?

A. I was not.

Q. Was the plant closed down prior to the usual hour of quitting on April 27, 1937?

A. It was not.

[fol. 2116] Q. Did you instruct any employees to go to that meeting?

A. I did not.

Q. Did you know, in advance, that there was to be a meeting?

A. I did not.

Q. At that time did the Donnelly Garment Company rent the first or second floors of the building April 27, 1937?

A. No, they did not.

Q. Prior to the time that the Donnelly Garment Company remodeled the first floor and made an auditorium, did the company hold style shows?

A. They held style shows at the auditorium, the City auditorium, in the Municipal Building, or in the plant, you mean; in the plant?

Q. No; any place.

A. They had style shows down in the Municipal Building. They held style shows on the tenth floor, on the west side of the building. They have three offices that will open up into one big room, and they have style shows there for the salesmen that come in.

Q. Sometimes, you say the company held style shows at the Municipal Auditorium?

A. Yes.

Q. Since the auditorium has been built in the first floor of the Corrigan Building, does the company hold its style [fol. 2117] shows there?

A. Yes.

Q. How frequently are style shows held?

A. Well, they are held in the neighborhood of every 6 to 8 weeks. There is a new line designed approximately every 6 to 8 weeks. The last 3 or 4 years we have had about six lines a year. So it is necessary to have a style show to present these new numbers to the men, six times a year, or seven, if we have seven lines.

Q. Does the company rent chairs when they hold style shows?

A. They do.

Q. How many dresses are in a line, generally speaking, Mr. Baty?

A. Well, the last 2 years there has been approximately seventy to ninety new models go into each line, with the exception of the midsummer line, which usually runs in the neighborhood of forty new styles.

Q. And during the entire year, there is approximately 500 different models of dresses manufactured by the company; is that a fact?

A. Yes, about that.

Q. In 1937, when the Donnelly Garment Company negotiated with Mr. Bourke in regard to making the new lease on the Corrigan Building, did Mr. Bourke propose

that the Donnelly Garment Company rent the entire building?

[fol. 2118] A. Mr. Bourke didn't only propose it. He stated as one of the requirements of the extension, if they didn't rent the entire building, they would be required to move.

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[fol. 2123] By Mr. Ingraham:

Q. To your knowledge, did Sylvia Hull ever make any [fol. 2124] request to be returned to work after the time she left on April 23, 1937?

A. She did not.

Q. And was it a fact that she had obtained employment with the International and was working for them?

A. She had.

Q. Mr. Baty, reference has been made to raises that were given to certain employees who were on the union committee. I will ask you to state whether or not raises were given also to many other employees.

A. They were.

Q. Were the raises given to the members of the union committee on account of the fact that they were members of the committee? A. They were not.

Q. Can you state the names of the other employees who were given raises?

A. I could not do it from memory, because it will run any place from 150 to 200, possibly 300. I have no way to remember the volume of people that were given increases.

Q. Well, have you a memorandum of the people and the names of the people that were given raises?

A. I have. I brought down this morning the sheet authorizing the increases.

Q. Well, will you look at that memorandum and state [fol. 2125] the names of the people that were given increases.

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Mr. Ingraham: Have you a complete memorandum on several pages of paper that gives the names of the persons that were given increases?

A. These memorandums are the authorization of the increases which I give to the payroll department, showing the date effective, the amount of the increase, the various dates during the year 1937, and 1938.

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[fol. 2127] By Mr. Ingraham:

Q. Mr. Baty, I will hand you the Board's exhibit No. 29-A and B, which is a tabulation of the wages paid during the year 1937-1938 to Rose Todd, Hobart Atherton, Fred Brown, Marjorie Green, Jack McConaughy, and Charlotte Casey; that is for the year 1937. And the tabulation for the year 1938, showing the monthly pay of Rose Todd, Hobart Atherton, Fred Brown, Marjorie Green, Jack McConaughy, Alvin Riefel, Mable Riggs, and Walter Higgins. I will ask you to examine that tabulation and state whether or not any increases that are shown there were given on account of the fact that the people named were officers of the union. A. They were not.

Q. Or members of the union committee?

A. They were not.

Q. Was Rose Todd given an increase? A. Yes.

Q. When did she receive an increase?

A. March 1, 1937.

Q. Did she receive any increase in 1938?

A. She has received no increase since the first day of March, 1937.

Q. Now, will you state, if you know, how it happened that Rose Todd was given an increase?

A. Rose Todd was given an increase the first of March, 1937, along with possibly 50 to 100 other people through [fol. 2128] out the plant, due to the fact that for the past two years there had been very few increases to anybody, and the first of March, 1937, Mrs. Reed decided to check the payroll and give all of the people possible, and all of those who had not had an increase for quite some time, an increase, as our business for the last half of 1936 had been much better than it had been for several years.

Q. Will you state what happened in regard to the next person?

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A. I see Hobart Atherton has received two increases.

It is my recollection at this time, without referring to my memorandum, where the increase was granted, the first increase Hobart Atherton received was approximately May 16, 1937. This increase was given to Mr. Atherton along with several other people at that time who had not received an increase on March 1.

Later, approximately September 1, 1937, Mr. Atherton [fol. 2129] received an additional increase. This increase was due to a change in his duties. He was performing labor in the mechanical department and was changed to clerical duties in connection with that work. Due to the change in his duties he was granted the increase.

By Mr. Langsdale:

Q. That is September?

A. Yes. The next party here is Fred Brown. Fred Brown was increased about the 16th of May, 1937, and it is my recollection that this increase was from \$40 to \$42.50. This was at a time where the employees throughout the plant, a large number of them, were given increases.

I might add at this time, in partial explanation as to these increases back in 1932 and the latter part of 1931, a great many of these people received reductions in their rate of pay, and these decreases were due to the falling off of business the country over, which affected the Donnelly Garment Company, and they were unable to meet their payroll and had been compelled to make reductions in various salaries. At this time, when their business was built back up again, they began to restore these reductions the people had received several years before.

Fred Brown received an additional increase January 1, 1938. As I recall it, his salary was placed at \$50 a week at that time.

This amount of \$108.34 is arrived at by computing \$50 [fol. 2130] per week for the 52 weeks and dividing it by 26, which gives the amount to be paid every two weeks.

By Mr. Leary:

Q. You meant, dividing by 24, didn't you?

A. 26. I may be wrong on that. I haven't checked it for quite some time, but I think it was 26. It is 52 weeks.

His salary is for the year, 52 weeks; and you divide by 26 to get his semimonthly rate. I think that is the way it is done; I am not positive without checking it.

[fol. 213r] A. (Continuing) Mr. Brown was given this particular increase due to the fact that he was changed from all time cutting in the cutting department to part floor work. He distributed the work to other cutters and was, therefore, given an increase in pay.

The next one on this list is Marjorie Green. For the year 1937, she shows no increase in salary. The sheet for 1938 shows an increase for Marjorie Green the first of March, and I am unable to tell you why this increase was granted, as I am quite sure I am not responsible for it. She worked for Mrs. Reeves, and evidently the authorization for this increase was secured from Mrs. Reed.

Jack McConaughy is the next party on this list. This party shows an increase effective March 1, 1937, and an additional increase effective either June 1 or June 15. That is, 1937. The 1st of March, 1938, this party received an additional increase.

The first increase of March 1, 1937, was granted along with a great number of others, and was due to the better business condition which existed at that time. The increase granted this party about June 1, 1937, was due to the fact that he was removed from the clerical position in the cage on the eighth floor to the mechanical department, and placed in the mechanical department as a repair man, learning this work. McConaughy spent many nights [fol. 2132] on his own time with other mechanics learning this work, and after several months we were able to place him in that department.

The next increase of March 1, 1938, was given Mr. McConaughy, due to the fact that he advanced to a great extent, and he was able to perform much of the simpler work in repairing the machines.

The next party—

By Mr. Ingraham:

Q. (interrupting) Just a second, Mr. Baty. Has Mr. McConaughy, to your knowledge, been given an increase since 1938, if you know?

A. It is my recollection that he has. I am quite positive he did get an increase since the 1st of March, 1938.

Q. Has he been changed from the mechanical department to another department?

A. It is my recollection about this last increase of his, it shows here he was receiving \$30 per week, and I think I raised him to \$32.50 some time around the 1st of 1939, which was due entirely to the advancement in his ability to perform the work in the mechanical department.

Q. Well, is he in the mechanical department at the present time?

A. He is not. He is now working in the accounting department, in the office.

Q. Do you know the circumstances that caused him to be placed in the accounting department?

[fol. 2133] A. I do.

Q. State what you know about that.

A. Mr. McConaughy was attending Rockhurst College at night, in the accounting classes, under our office manager, Mr. Bachofer. Mr. Bachofer asked me if I could release McConaughy, informing me that he was taking this accounting course, and that he was very well pleased with his work, and that he would like to have him in his department, and arrangements were made, I think within a week or 10 days, and we permitted McConaughy to go to the office.

Q. Will you take the next person, please.

A. Charlotte Casey is the next party on this list for 1937. This party received an increase June 1, 1937, along with several other people working in the same department with her. There was a general increase in all salaries for the department, which is the dividing department.

By Trial Examiner Batten:

Q. Did you say June 1?

A. June 1, yes. This record shows June 15, but I am quite positive it was June 1. It could be June 15, however, but I think my slips that I brought in this morning will show that this was effective June 1, and was paid to them, their first day would be June 15, when they would receive it.

Q. Well, it seems to me this shows May 15.

A. May—it does, yes. I missed that one-half a month, but I still say it will show along with a great many others [fol. 2134] in that department, by referring to the authorization for the increase.

This party's name does not appear on the sheet for 1938.

The next party listed on these sheets is Alvin Riefel. There is an increase shown here for this party May 1, 1937,—

Q. (Interrupting) 1938?

A. '38, right; and this increase was given to this party at this time because he was spending part of his time learning to cut. Prior to that time he had been a helper in the cutting department.

The next party listed on this sheet for 1938 is Mable Riggs. This party received an increase the 1st of October, 1938, and this increase was granted to her along with other people in the department in which she was working, a general adjustment of rates in that particular department, and referring to the sheet where this was authorized, you will find a great many other names.

Q. What was that department, Mr. Baty, do you recall?

A. That was the pattern department.

Q. Pattern?

A. Yes. The next party listed on this sheet for 1938 is Walter Higgins. This party received an increase April 1, 1938. I think Mr. Higgins was receiving \$42.50 per week prior to this increase. Mr. Higgins is about the second best mechanic the Donnelly Garment Company has [fol. 2135] in their employment. This particular increase was granted Mr. Higgins because of his efforts in making a steam attachment to a pleating machine which permitted us to pleat material and stick it with gum paper at the same time, and eliminate the necessity of sewing the pleating before it was sewed into a dress.

It has always been the custom of the Donnelly Garment Company, when an employee accomplishes a saving for the company, he is rewarded with an increase in salary.

That is all the names I find on the list.

Trial Examiner Batten: We will recess until 10:25.

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[fol. 2136] (By Mr. Ingraham): Mr. Baty, I will hand you respondent's exhibit No. 11-A to 11-EE and ask you to state what that is.

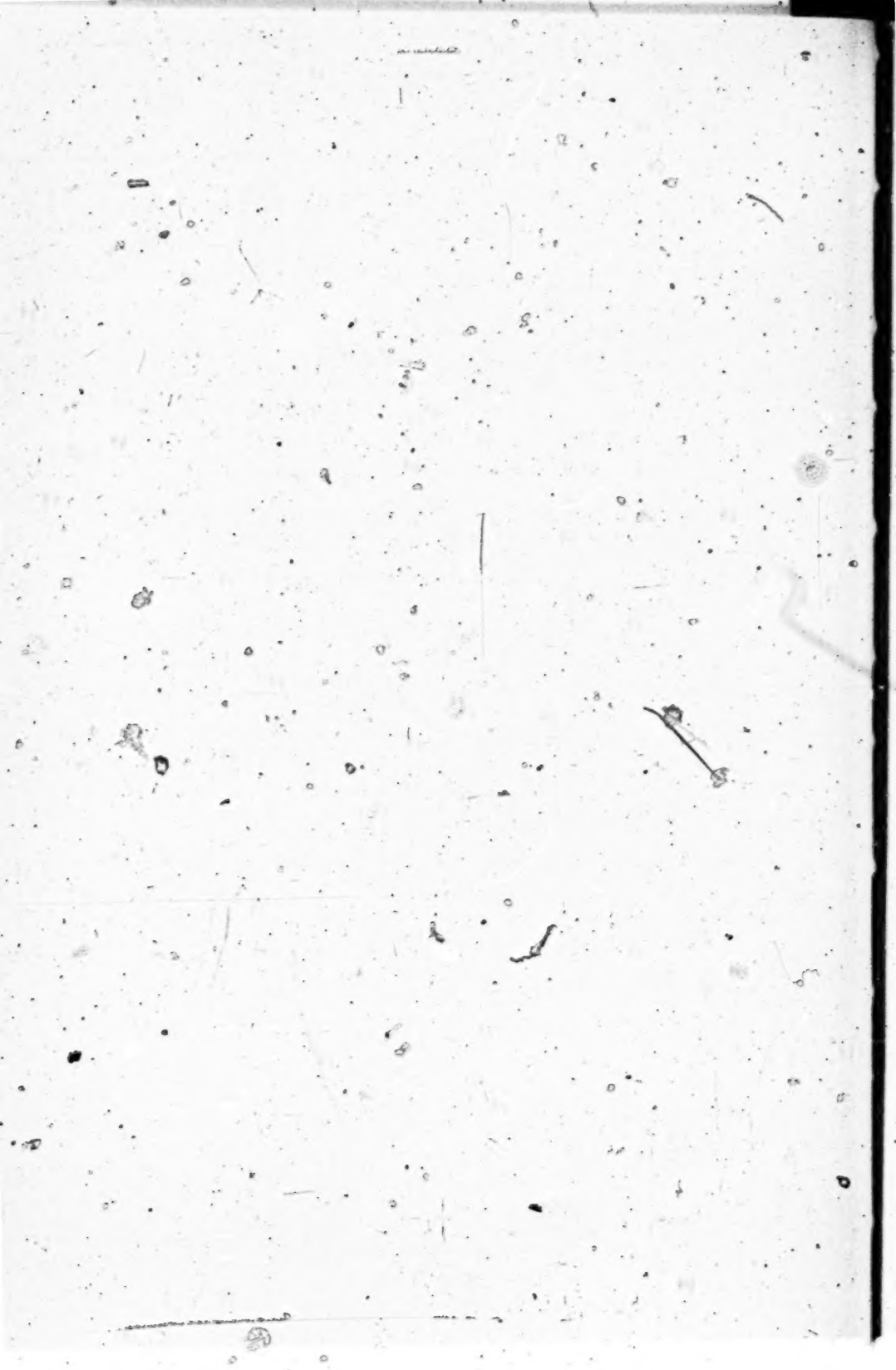
A. This is a typewritten copy of memoranda made by me to the payroll department, authorizing increases to various time workers of the Donnelly Garment Company during the year 1937 and the year 1938.

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[fol. 2137] Mr. Ingraham: Respondent offers respondent's exhibit No. 11-A to 11-EE, inclusive.

Trial Examiner Batten: They will be received.

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[fol. 2138] Q. Did Mr. Atchison have any supervisory authority? A. He did not.

Mr. Langsdale. You are talking about July, 1937?

Mr. Ingraham. Yes.

By Mr. Ingraham:

Q. Did he have any authority to hire, discipline, or discharge employees? A. He did not.

Q. Will you state in what department Mrs. Bogart works? A. Dividing department.

Q. What character of work does she perform?

A. She distributes work to the dividers. The work is brought over to the dividing department by what is known as a bundle boy, and Mrs. Bogart is furnished with a list of the style numbers which I desire to go to the factory first, and she distributes these bundles of style numbers [fol. 2139] to the various dividers.

Q. Has she any supervisory authority?

A. She has none.

Q. Has she any authority to hire, discharge, or discipline employees? A. She has not.

Q. Will you state what work Mrs. Tyhurst performs?

A. Mrs. Tyhurst is engaged as an individual in checking the quality of the work produced by the operators. She works with the examiners. Any fault that the examiners find with the garments, they show it to Mrs. Tyhurst, and Mrs. Tyhurst takes it back to the operator to find out the occasion for the error and has the operator correct any faults that are in the garment.

Q. Does Mrs. Tyhurst [—] any supervisory authority?

A. She has none.

Q. Has she any authority to hire, discipline, or discharge employees? A. She does not.

Q. Will you state the work that Mrs. Waddell performs?

A. Mrs. Waddell distributes the work in the pressing department. The work comes in in baskets and is piled on a rack, and Mrs. Waddell sorts it out in various piles and distributes it according to the group that it belongs to.

Q. Has she any supervisory authority?

[fol. 2140] A. She has none.

Q. Has she any authority to hire, discipline or discharge employees? A. She does not.

Q. What kind of work does Miss Little perform?

A. Miss Little is in the notions department. She fills orders for requisitions sent to her from the office, sending thread, lace, buttons, and such other items to the section as shown on that requisition that they should go to.

Q. Has she any supervisory authority?

A. She has none.

Q. Has she any authority to hire, discipline, or discharge employees? A. She has not.

Q. What department is Mr. Cowan in?

A. Mr. Cowan is in the receiving department.

Q. Has he any supervisory authority?

A. He has none.

Q. Has he any authority to hire, discipline, or discharge employees? A. He has not.

Q. What is the character of work of Stella Willis?

A. Stella Willis is an instructor in the button and buttonhole department.

Q. Has she any supervisory authority?

[fol. 2141] A. She has not.

Q. Has she any authority to hire, discipline, or discharge employees? A. She has not.

Q. Will you state, Mr. Baty, who has the authority in the production department to hire, discipline, or discharge employees? A. I do.

[fol. 2142] Q. Has anybody else? A. Nobody else.

Q. What are the duties of Ella Mae Hyde?

A. Ella Mae Hyde is in charge of the employment office. Her duties are to interview people that come in looking for positions, talk to them about their qualifications, and what work they prefer, and what work they think they can do, and later, as the demand comes up for filling positions, she calls in such people as she thinks will fill the requirements that have been designated to her by the heads of the department, meaning the sales department, Mr. Keyes, merchandising department, Mrs. Reeves, designing-pattern department, Miss Beulah Spillsbury, production department, Mr. Baty, and the office and accounting department, Mr. Bachofer. Mrs. Hyde hires and fires nobody on her own accord.

Q. Mr. Baty, to your knowledge, has the Donnelly Garment Company or the Donnelly Garment Sales Company ever paid for the rental of chairs that were used by the Donnelly Garment Workers' Union? A. They have not.

Q. Does the Donnelly Garment Company, at times, rent chairs? A. They do.

Q. On what occasions?

[fol. 2143] A. They rent chairs on a great many occasions for style shows and merchandise meetings and occasionally, parties which they might give for buyers that come in from over the country.

By Mr. Ingraham:

Q. Have you, to your knowledge, or any official of the Donnelly Garment Company, ever authorized the use of any loud speaker on company premises during working hours? A. They have not.

Q. Mr. Baty, have you ever authorized the Donnelly Garment Workers' Union or any members thereof, to use bundle boys for the purposes of carrying union messages? A. I have not.

Q. Have you ever authorized the use of any company filing cabinets for union purposes? A. I have not.

Q. Have you ever authorized the use of any typewriters for union purposes? A. I have not.

Q. Have you ever authorized the use of any property [fol. 2144] of the company, save the renting of the auditorium, for union purposes? A. I have not.

Q. Have you ever authorized the use of the telephones for union purposes? A. I have not.

Q. Are telephones available for the use of employees?

A. They are.

Q. Did you ever know that the Donnelly Garment Workers' Union was, at any time, using the company telephones for union purposes or using the bundle boys, the pick-up boys, to carry union messages? A. I did not.

Q. Did you know, at any time, that Rose Todd was using a filing cabinet for any union purpose?

A. I did not.

Q. Was it a fact that Rose Todd, in connection with her work for the company, was allowed to use a filing cabinet? A. She was.

Q. Did you ever know of the use of any typewriters of the company for union purposes? A. I did not.

Q. Did the company, to your knowledge, ever give any stationery or any other kind of paper, to the union for its use?

[fol. 2145] A. They did not.

Q. Did you ever authorize the use of any ditto machines or mimeograph machines for union purposes?

A. I did not.

Q. Did you ever, at any time, instruct, advise or suggest in any manner, directly or indirectly, to any employee of the Donnelly Garment Company, or the Donnelly Garment Sales Company, that he or she should join the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you ever instruct, advise or suggest in any manner, that any employee should not join the International Ladies' Garment Workers' Union?

A. I did not.

Q. Did you ever hear Mrs. Reed, Mr. Green or Mr. Keyes, Mrs. Reeves or any other official, or person with authority to hire or discipline or discharge, instruct, advise or suggest in any manner that the employees join the Donnelly Garment Workers' Union? A. I did not.

Q. Or that they not join the International Ladies' Garment Workers' Union? A. I did not.

Q. Did you ever, at any time, say or suggest to any employee that he or she might lose their jobs if they [fol. 2146] joined the International Ladies' Garment Workers' Union? A. I did not.

Q. Or that they would lose their jobs if they did not join the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you ever hear Mrs. Reed, Mr. Green, Mr. Keyes or Mrs. Reeves, or any official or any person with authority to hire, discipline or discharge, make any statement of that character? A. I did not.

Q. Did you in any way bring any pressure or encourage any of the employees to organize or form the Donnelly Garment Workers' Union? A. I did not.

Q. Did you assist in any way, financially or otherwise, in the formation of the Donnelly Garment Workers' Union? A. I did not.

Q. Do you know of any official of the company, or any person with authority to hire, discipline or discharge, that in any manner assisted in the formation of the Donnelly Garment Workers' Union? A. I do not.

Q. Or any of the persons named that contributed financially to the Donnelly Garment Workers' Union?

A. I do not.

[fol. 2147] Q. Did you ever discharge or recommend that any person be discharged or refused employment or refused promotion, or demoted on account of any union affiliations? A. I did not.

Q. Did you ever hear Mrs. Reed, Mr. Green, Mr. Keyes, Mrs. Reeves, or any other official or any person with any supervisory authority, make any such recommendation?

A. I did not.

Q. Did the Donnelly Loyalty League or any official or members thereof ever propose to the company, or to you, that the Donnelly Loyalty League represent the employees for collective bargaining? A. They did not.

Q. I believe you stated you never had been a member of the Donnelly Loyalty League? A. I was not.

Q. Did you ever authorize or suggest or encourage membership in the Donnelly Garment Workers' Union by offering to promote or advance employees if they would join? A. I did not.

Q. Did you ever refuse to—refuse promotion to employees or in any manner discriminate against them on account of their failure to sign the March 2, 1937, document? A. I did not.

[fol. 2148] Q. Did you ever hear of any employee being discriminated against on account of their failure to sign that document? A. I did not.

Q. Did you ever give permission or hear any other official of the company give permission to employees to solicit membership in the Donnelly Garment Workers' Union during working hours and on the company's premises?

A. I did not.

Q. Mr. Baty, have you ever made any statements to any employees in regard to whether or not they should join or not join a labor union? A. I have not.

Q. Have you ever belonged to a labor union?

A. I have.

Q. What union was that?

A. The International Brotherhood of Railway and Steam Ship Clerks.

Trial Examiner Batten: Is that affiliated with the American Federation of Labor, Mr. Baty?

A. It was when I was a member.

By Mr. Ingraham:

Q. Mr. Baty, have you at any time kept members and meetings of the International Ladies' Garment Workers' Union in Kansas City, Mo., since July 5, 1935, under surveillance? A. I have not.

[fol. 2149] Q. Have you ever authorized any person to keep members and meetings of the International Ladies' Garment Workers' Union under surveillance?

A. I have not.

Q. Have you ever heard that the company ever caused members or meetings of the I. L. G. W. U. to be kept under surveillance? A. I have not.

Q. Have you ever induced or attempted to induce any employee of the Donnelly Garment Company to become a member of the Donnelly Garment Workers' Union?

A. I have not.

Q. Or to be active in the affairs and administration of said union? A. I have not.

Q. Have you ever directed that members of the I. L. G. W. U. be discriminated against in the allotment of work?

A. I have not.

Q. Did you ever direct anybody to discriminate, in the allotment of work or in any other manner, against Sylvia Hull or May Fike in April, 1937?

A. I did not.

Q. I believe yesterday I asked you when you learned that May Fike was a member of the International Ladies' Garment Workers' Union.

[fol. 2150] A. The only information I ever had on it was when she appeared to testify for them before Judge Miller.

Q. I will ask you, Mr. Baty, if Ellen Fry, Glynn Brooks or Mamie Tubbesing ever applied for work at the Donnelly Garment Company since you have been in charge of the factory, to your knowledge?

A. They have not.

Q. When did you take over the factory?

A. June 25, 1935.

Q. I will ask you to state whether or not Ellen Fry and Mamie Tubbesing are organizers for the International Ladies' Garment Workers' Union.

A. They are.

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[fol. 2151] By Mr. Ingraham:

Q. Mr. Baty, do you know of any financial contribution that the company has ever made to the Donnelly Loyalty League? A. I do not.

Q. Did the Donnelly Garment Company or you, yourself, instigate a violent demonstration at the Donnelly plant on or about April 23, 1937, against Fern Sigler, Sylvia Hull, and May Fike? A. I did not.

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[fol. 2152] Trial Examiner Batten: I suppose the witness' answer is in so far as he knows.

Mr. Langsdale: The question was not predicated on that kind of a supposition.

Mr. Ingraham: Well, as far as you know, Mr. Baty?

A. I was the only official of the Donnelly Garment Company there.

Mr. Langsdale: I object to that as not responsive.

Trial Examiner Batten: The question is, in so far as you know?

A. They didn't do it. I say, I was the only one there, and they couldn't have done it.

[fol. 2153] By Mr. Ingraham:

Q. Was any other official of the company there at the time?

A. There was not.

Q. Did you do all you could to stop the demonstration?

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Trial Examiner Batten: That certainly is repetition. You went into quite some detail yesterday about what he did when he went up on the floor with these different girls, and sent the others back, and so forth. Of course, if you want him to just categorically deny everything that is in the complaint, just read it to him and then I have no objection to him denying it, Mr. Ingraham.

[fol. 2154] Mr. Ingraham: All right. Mr. Baty, did you or any official of the company, cause or allow or permit any of the Donnelly employees to engage in a violent demonstration—

By Mr. Ingraham, continuing:

Q. A violent demonstration on its time or property on or about April 23, 1937, against Fern Sigler, Sylvia Hull and May Fike, members of the I.L.G.W.U.

[fol. 2155] A. I did not.

By Mr. Ingraham:

Q. Did any official of the company, to your knowledge?

A. They did not.

Cross-Examination.

[fol. 2156] By Mr. Tyler:

Q. Mr. Baty, you have been asked about several employees who were members of the committee of the Donnelly Garment Workers' Union and who received raises. In advance of granting them raises did you investigate to see whether they were members of the committee or not?

A. I did not.

Q. Did you know at the time raises were granted whether these people were members of the committee of the Donnelly Garment Workers' Union or not?

A. I did in some cases.

Q. Did that fact have anything whatever to do with the question of whether they were granted a raise or not?

A. It did not.

Q. Did you get any recommendations from anyone about any of the raises you have granted since 1937? I mean, does anyone in the plant recommend to you that so-and-so be raised as a part of routine?

A. They do not.

Q. Can you give me approximately the number of employees of the companies who have received raises in pay or compensation since April, 1937?

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[fol. 2158] By Mr. Tyler:

Q. Mr. Baty, one of the terms of the wage agreement provides that 40 per cent of the employees of a certain class shall receive not less than \$26.50 a week. When some employee is raised so as to become one of that 40 per cent, is it the practice that some other employee in the 40 per cent class is reduced or excluded from that class?

A. It is not.

Q. Is that 40 per cent treated as a minimum or a maximum?

A. That is a minimum.

.

By Mr. Tyler:

Q. Have you ever directed or had any knowledge of any surveillance of the employees in their meetings or in attending meetings of any labor union?

[fol. 2159]

A. I have not.

Q. Mr. Baty, it has been testified that Rose Todd had about 3 weeks' vacation, I think, about last Christmas time. What was the reason for her being given more than 2 weeks' vacation?

A. Last July I lined up with Rose Todd for her to take her vacation about the first of August, and as the date approached it became necessary for me to make different arrangements with her. I requested her to change her date and take her vacation the 16th of August, and as that date approached it became necessary for me again to request her to change her date, so it was postponed indefinitely. At the time I told her that I would give her 3 weeks' vacation later on in the year, when I could spare her.

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[fol. 2160] By Mr. Tyler:

Q. Mr. Baty, do you direct or operate any spy system in your management of the Donnelly plant?

A. I do not.

Q. Did you ever know of any spy system being operated [fol. 2161] in that plant to give the employer information about the predilections of the employees as to labor unions or labor organizations?

A. I have not.

Q. Were there other employees besides Rose Todd who have received as much as three weeks' vacation in the last year?

A. To the best of my judgment, I would say there was any place from 85 to 100 who received three weeks' vacation.

Q. Was there any other reason for Rose Todd getting three weeks' vacation except that her vacation was delayed about six months?

A. The fact that I gave all of the floor girls and instructors three weeks' vacation. We had a very good season last year. The production department got along very well. And as a reward for the people who did not have the opportunity to earn more money on piecework I gave them an additional week's vacation.

Q. Do you recall whether or not the period of Rose Todd's vacation included Christmas and New Year's days?

A. It is my recollection that it did.

Q. Did the fact that she was chairman of the Donnelly Garment Workers' committee have anything whatever to do with the fact that she was given three weeks' vacation?

A. It did not.

Q. Mr. Baty, what were the reasons for the company's leasing the first and second floors of the Corrigan Building?

[fol. 2162] A. There was one reason. We were compelled to take the entire building at the time the lease was up for renewal, and we took advantage of the occasion to build a stage on the first floor, and build an auditorium, in order to save the rental that we had been paying for the use of the room at the Municipal Building for our style shows, which cost us 5 or 6 hundred dollars about three times a year.

Q. Is it any more convenient to hold your style shows on the first floor of your own building than to hold them downtown in the auditorium?

A. It is much more convenient.

Q. Was there any purpose in connection with leasing this floor of doing something to favor the Donnelly Garment Workers' Union?

A. There was not.

[fol. 2163] Q. I believe it is in evidence that there was a rental of \$3 a meeting agreed upon with the Donnelly Garment Workers' Union for their use of this room after you leased it to hold meetings in. How was that figure arrived at?

A. Well, for the additional space that we were required to take, it is my recollection now, the way I arrived at that figure, we paid \$500 a month additional, and these two floors I considered as being on a basis of \$200 a month, the basement on the basis of \$100 a month, and figuring the floor at 30 days a month in the rental we were paying for the use of the floor, it would be approximately \$6 a day, a little over that, and for the use of the floor for a few hours we would be amply paid at \$3 a meeting.

Q. I will ask you whether there was an agreement and understanding that the union would pay what it was reasonably worth before the amount was actually agreed upon.

A. I don't understand the question.

Mr. Tyler: I will withdraw the question.

Q. Were there negotiations about payment for the room, and an understanding that it would be paid for, before the actual amount that they would pay was agreed upon?

A. There were.

Q. Do you know about how long those negotiations continued?

A. I think it was some week or ten days in between the time that the first request was made for the use of the [fol. 2164] building before it was determined as to the amount they should pay.

Q. You spoke of the Missouri Table Tennis Association holding a meeting in that room. What rent did you charge them?

A. They were given the use of the room without charge.

Q. Has any other organization been allowed to use that room besides the Donnelly Garment Workers' Union and the Missouri Table Tennis Association?

A. All I can recall at this time is basketball teams from several other industrial plants that secured permission to practice and play games there.

Q. What rent was charged them?

A. No rent.

Trial Examiner Batten: Did the Donnelly Loyalty League use that room for their meetings?

A. Not to my knowledge.

By Mr. Tyler:

Q. Have any of the other organizations, such as the Missouri Table Tennis Association, that have used this room any connection with the Donnelly Garment Workers' Union?

A. Not to my knowledge.

[fol. 2165] Q. Did you have any advance information that at the meeting of April 27, 1937, the employees were considering the organization of a labor union?

[fol. 2166] A. I did not.

Q. Did you have any advance notice of that meeting itself?

A. I did not.

Q. Did you know anything about there being a meeting before the meeting was actually held?

A. I did not.

Q. Did you attend it?

A. I did not.

Q. Was there any closing down of the factory on that date before regular closing hours?

A. There was not.

Q. Do you know whether there was any closing down of the factory during regular working hours on March 18, 1937?

A. There was not.

Q. Do you know of any time when the factory has closed down during working hours or ceased operating before the end of operating hours for the purpose of accommodating a meeting of the employees in connection with either the Loyalty League or the Donnelly Garment Workers' Union?

A. There has been none since I have been in charge of the plant.

[fol. 2167] Trial Examiner Batten: We will proceed. Mr. Tyler.

By Mr. Tyler:

Q. Mr. Baty, when you first heard of a demonstration of April 23, 1937, involving Sylvia Hull, did you take immediate action, or did you delay taking action?

A. When I first heard about it I went up to the eighth floor. At the time, my office was on the seventh floor, and I went up to the eighth floor, and everything was quiet. Everybody was working.

Q. Well, did you go to the eighth floor immediately after hearing of it, or did you wait a while?

A. I went immediately.

Q. Well, did you do all you could to stop that demonstration?

A. There was no demonstration or anything unusual going on on the floor when I arrived there.

By Mr. Tyler:

Q. When did you hear about the Fern Sigler incident; at the same time you heard about the Sylvia Hull incident, or a different time?

A. I heard it at the same time, that there had been some kind of a demonstration or disturbance of some sort on the sixth floor. I went up to the eighth floor and looked that over, and everybody was quiet, and I went down on [fol. 2168] the sixth floor and everything was quiet there.

Q. You went to the eighth floor first?

A. I did.

Q. Immediately after you had had word of the disturbance?

A. Yes, sir.

Q. And from the eighth floor, did you go immediately to the sixth floor?

A. I did.

Trial Examiner Batten: Mr. Tyler, I have no objections to your questioning about this, but didn't this incident occur before the Donnelly Garment Workers' Union was organized?

Mr. Tyler: Yes, it did. It occurred four days before the union was organized. I think it may be argued by the Board that this was staged for the purpose of dominating the employees or persuading them in some [say] about union activities, and I think I have a right to show that there is no basis for such argument.

Trial Examiner Batten: Well, I say, I have no objection to your question. I just wondered on what basis that it was.

Mr. Tyler: That is my theory.

By Mr. Tyler:

Q. Mr. Baty, did you ever authorize payment, by either the Donnelly Garment Company or the Donnelly Garment Sales Company of any bill or account or indebtedness of [fol. 2169] the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you ever permit such payment by either company of any bill or account or debt of the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you ever know of any such payment being made at any time?

A. I did not.

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By Mr. Leary:

Q. As of June 2, 1939, Mr. Baty, did you have charge of the 642 operators in the company?

A. I did.

Q. Did you have charge of the 82 miscellaneous piece workers?

[fol. 2170] A. Not quite all of them.

Q. How many of the 82 did you have charge of?

A. I had charge of all of them with the exception of possibly eight or ten.

Q. In what group were those persons?

A. They are in the notions department.

Q. And you do not have charge of that department?

A. I do not.

Q. Did you have charge of the 77 hand ironers?

A. I did.

Q. Did you have charge of the 11 folders?

A. I did.

Q. Did you have charge of the 41 examiners?

A. I did.

Q. Did you have charge of the 44 in the cutting department? A. I did.

Q. And the 15 dividers? A. I did.

Q. And the 44 instructors and work distributors?

A. I did.

Q. And the 14 mechanics and helpers? A. I did.

Q. And the 40 persons in the designing and pattern group? A. I did not.

Q. Who had charge of those?

[fol. 2171] A. Miss Beulah Spillsbury.

Q. And the 11 bundle boys? A. I did.

Q. And of the 62 clerical workers? A. I did not.

Q. Who had charge of those persons?

A. Mrs. Reeves has charge of some of them.

Q. How many does she have charge of?

A. Some eight or ten.

Q. Who has charge of the others? A. I do.

Q. And of the 60 miscellaneous time workers?

A. I have charge of them.

Q. And of the 20 porters and maids?

A. I have charge of them.

Q. And of the three watchmen?

A. I have charge of them.

Q. Were you at Mrs. Reed's home when this March 2d petition was given to Mrs. Reed? A. I was.

Q. How did you happen to be there?

A. I was out talking to her over some business matters.

Q. You were merely incidentally there?

A. Incidentally there.

Q. Who else was there with you and Mrs. Reed?

[fol. 2172] A. Mrs. Reed and I alone.

Q. Did you excuse any employees from work on that day to bring the petition to Mrs. Reed?

A. They didn't bring it to Mrs. Reed during the working hours.

Q. I didn't ask you that.

A. I did not.

[fol. 2174] Q. When did you first become employed by the company? A. January 1, 1933.

Q. And in what capacity?

[fol. 2175] A. As a clerical worker.

Q. What was your wage then?

A. I think \$40 a week.

Q. When you say "clerical worker" are you able to define with any degree of definiteness what you mean by the words?

A. Well, I made up several reports covering the receipts of material shipped to us from the mills in the East; transportation costs; checked the possibility of eliminating excessive cost by having them shipped in by freight instead of by express or by truck, and the possibility of getting them here in a normal length of time, which would not delay putting the materials into production in the factory.

By Mr. Leary:

Q. Well, would you say that you made statistical and economical studies of the business?

A. Well, to a certain extent, yes.

Q. And all of those were with regard to the transportation factor? A. Not all of them.

Q. What other factors, then, did you consider in your study?

[fol. 2176] A. Well, I studied the accounting methods used, the clerical work in connection with the factory, planning the work, looking for any possibilities of short cuts, and the same through the accounting department. I went through part of their records to determine, if possible, if we could eliminate certain phases of it, and see what was necessary for the economical continuance of the business and what could be eliminated, and still furnish information which you might want for future reference.

Q. How long did you continue in that work?

A. Well, I think I continued in that work for a couple of years, close to it.

Q. Then, what duties did you assume?

A. I went into the production department, worked with Mrs. Reeves in connection with the work for the cutting room, and planning the amount of work required to keep the different sections operating to capacity.

[fol. 2177] Q. Was Dewey Atchison working with you during that period? A. Very little.

Q. What else was he doing during that period?

A. He was assisting Mrs. Reeves at that time.

Q. Was he considered as assistant production manager, or were you considered as such?

A. He was.

Q. How long did that arrangement continue?

A. Oh, approximately six months.

Q. That brings you to what time?

A. To June 25, when I took over the production department.

Q. You then had had nothing to do with the production until you became the production manager yourself; is that it?

A. No. I worked in the production part of it for the last six months without any interruption before I took over the plant.

Q. What work did you do in the production department during that six months' period?

A. Planning the cuttings and the work for the sections.

Q. Had you had any experience in the garment industry prior to your connection with the Donnelly Garment Company? A. I had not.

Q. Where had you been employed prior to the time you came there?

A. By the railroad company.

[fol. 2178] Q. Was that in a clerical capacity?

A. Yes.

Q. Exactly what were you doing for the railroad company? A. At what time?

Q. Prior to the time you went to work for the Donnelly Company.

A. I worked for them for 20 years.

Q. Immediately prior to the time you went to work for the Donnelly Company.

A. I had some 20 or 40 different jobs.

Q. Immediately prior to the time you went to work for the Donnelly Garment Company?

A. I was what is known as a joint facility clerk.

Q. For what company was that?

A. M-K-T.

Q. In what city were you located?

A. Parsons, Kans.

Q. Were you located there for all of the duration of your employment with the railroad? A. I was.

Q. In April, 1937, had you any record of the amount of production work May Fike had done in the various sections where she had worked?

A. I had no record of what May Fike did.

Q. Isn't it a fact, Mr. Baty, that during this three- [fol. 2179] year period you have referred to during which you testified she had excessive returns, she did the repair work on her own time?

A. She did it on the company's time. I don't know what you mean by "her own time."

Q. Let us say she worked on dress A and performed a certain hemming operation; isn't it a fact that perhaps she was paid 10 cents for doing that operation on a dozen dresses?

A. No, she would be paid more than that.

Q. I am just using that as an illustration.

—Trial Examiner Batten: Irrespective of the amount, it was a piece-rate job; is that it, Mr. Baty?

A. Yes, that would be the basis.

By Mr. Leary:

Q. And in the event the work was completed on that particular dozen dresses it would be examined, then, by an examiner, would it not?

A. Sometimes then, and sometimes later. It would be possibly sometime later, after she worked on it, before it would be examined.

Q. In the event the examiner determined that the operation May Fike had performed on these dozen dresses was wrong would it not then be returned to May Fike by the examiner? A. It would.

Q. And then, would not May Fike be required to make the corrections and repairs on that particular dozen? [fol. 2180] A. She would.

Q. And would the company pay her extra for the repair work she was doing then?

A. They would.

Q. In what way?

A. On some occasions, not on all. On the piecework basis, if she earned sufficient during the term of the week of 40 hours, or whatever her wage covered at that particular time—at that time it would be 40 hours, April, 1937—if she performed enough piecework that her earnings were above her guarantee, then I would consider she had performed the work on her own time while she was on duty at the company. However, if she had earned less than her guarantee, then she would be repairing that dress on the company's time and the company would have to make up the difference between whatever her piecework earnings were and what her guarantee was.

Q. Do you know what her guarantee was at the time?

A. I do not.

Q. What would happen if in the week following a week when she was given money by the company to reach her minimum, if she in the week following made more than the minimum?

A. She would get whatever her piecework earnings were, if they exceeded the minimum.

Q. Then, there would be no equalization at all?

A. There would be none.

[fol. 2181] Q. Was that system in force and effect at all times during that three-year period prior to April, 1937?

A. It has been in effect ever since I have had the plant.

[fol. 2190] Trial Examiner Batten: Just a moment, please. Just start in and tell us how you first heard about it, and tell us in your own words, will you, to the time that—what was this young lady's name that left the plant?

Mr. Ingraham: Fern Sigler.

The Witness: Sylvia Hull.

[fol. 2191] Trial Examiner Batten: Tell us the steps right along.

A. All right. That will be very short. Sylvia Hull was gone when I reached the plant and—

Mr. Langsdale (interrupting): I didn't hear that.

A. (Continuing) —Sylvia Hull was gone, had already left the plant when I arrived. I arrived a few minutes after she had gone, and there had been some demonstration on the sixth floor about the same time that the one took place, or shortly after the one that took place on the eighth floor, and I was informed of the two incidents by Mrs. Hyde when I arrived at work, and that was some time between 8 and 8:30, and approximately 9 o'clock, I received the telephone call that there was a disturbance on the sixth floor. That was the Fern Sigler incident.

By Mr. Leary:

Q. Now, what did Mrs. Hyde say to you between 8 and 8:30 regarding the demonstrations on the sixth and eighth floors?

A. She told me that there had been a crowd gathered around the Fern Sigler machine, and that after some few minutes that they had left and gone back to work. There had been a crowd around on the eighth floor, and that Sylvia Hull had decided to go home. At first she went down to the office and she talked to her, and that Sylvia decided to go home.

Q. That is what Mrs. Hyde told you?

A. That is about the extent of it.

[fol. 2192] Q. Did she tell you anything else that you remember now? A. That is all that I recall.

Q. Now, upon receiving that information did you go to the eighth floor? A. I did.

Q. And you reached there and found nothing out of order? A. There was nothing out of order in any way.

Q. Did you go to the sixth floor then? A. I did.

Q. And when you arrived on the sixth floor, what did you find? A. There was nothing out of order there.

Q. Then, you went back to your office?

A. Then, I went back to my office.

Q. Did you talk to Fern Sigler on that first occasion when you went to the sixth floor? A. I did not.

Q. Why did you not?

A. There was no occasion to talk to her. She was working. Everybody else was working. Why should I talk to her?

Q. Did you investigate the cause of that disturbance that Mrs. Hyde had advised you of, referring to the Sigler Demonstration now?

A. The investigation was complete, so far as I was concerned. She told me that there had been a disturbance, [fol. 2193] and that the girls had returned to work, and there was no occasion to make any further comments about it.

Q. You weren't concerned with who started the demonstration, or anything? A. Not at that time.

Q. Well, then, you went back to your office and received a telephone call at 9 o'clock, did you not?

A. Approximately 9 o'clock.

[fol. 2194] By Mr. Leary:

Q. With reference to this telephone conversation you received at about 9 o'clock, what was said in that conversation?

A. Something was said to the effect that, "There is some disturbance or disorder of some sort down on the sixth floor."

Q. Were you in your office when you received that call?

A. I was.

Q. And you have no recollection now who called you?

A. I do not. I didn't know at the time.

Q. Did you go immediately to the sixth floor?

A. I did.

Q. And when you went there did you find practically all of the girls in the building there? A. I did not.

Q. About how many girls did you find there then?

A. Any place from 25 to 40.

[fol. 2195] Q. Were they all working? A. No.

Q. Will you describe what was happening there when you arrived?

A. There was a number of girls, any place from 25 to 40, standing around in the vicinity of the machine where Fern Sigler was working. A good many of them were across the machine table facing her, and when I went in there was no hollering or shouting of any kind—just standing in that vicinity.

Q. Did you recognize any of the girls who were at her machine? A. I did.

Q. Were they girls who were supposed to be around her machine? A. Some of them.

Q. And some of them were from other sections, were they not?

A. Some of them were from other sections.

Q. Were they from other floors, also?

A. Some of them.

Q. Fern Sigler was sitting perfectly still at her machine, was she not? A. No, she was not.

Q. What was she doing?

A. She was attempting to work.

Q. And she wasn't successful in her attempt, was she?

[fol. 2196] A. Well, she was going through the motions.

I wouldn't say she was successful or wasn't successful. She was going through the motions of working.

Q. That is all that you saw, you, yourself, of that situation, is that correct? A. That is all I saw.

Q. And, based upon that, you determined to send Fern Sigler home, is that right? A. I did.

Q. Did you reprimand any of the other girls who were on the floor at that time around her section?

A. I did not.

Q. Did you make any investigation yourself to determine what the cause of the disturbance was? A. I did.

Q. What investigation did you make?

A. I asked the operators that were sitting around Fern Sigler.

Q. And they told you that she had worn a union button, is that correct? A. They did.

Q. And, with that information, you called Fern Sigler to your office?

A. No. The information that there were people standing around there, gathered around her machine, was the [fol. 2197] reason I took her to the office.

Q. And before you took her to the office the information given you by the operators around her machine was that she had worn a union button; is that it?

A. That is the reason they gave me for gathering around her machine.

Q. And you accepted that as the truth? A. I did.

Q. And, based upon that information, you called her to the office, and subsequently sent her home; is that correct?

A. I called her to the office with the idea that when I took her away from the floor the disturbance would stop and the girls would go back to work.

Q. What information did you have at the time you decided to take her from the floor?

A. The information I had was that the girls were gathering around there, and I saw them.

Q. And that she was wearing a union button?

A. I was told by Mrs. Hyde that they had been there earlier in the morning.

Q. You also knew, when you took her off of the floor, that she had on a union button? A. I didn't know it.

Q. Didn't you just testify someone told you that?

A. The girls said she had one on. I didn't see it.
[fol. 2198] Q. Did you accept that as the truth?

A. I accepted it, that she had a button on evidently.

Q. You knew at that time that the article identified as Board's exhibit No. 15 had appeared in the paper the night before, did you not? A. I did.

Q. When did you first become cognizant of that article?

A. The night before. The night that appeared in the paper—the day that appeared, I read the article that night.

Q. Did you make any effort to control the girls who had gone to the sixth floor?

A. I told the girls to return to their machines, that I was taking Mrs. Sigler to the office.

[fol. 2199] Q. Did you know that it would be impossible to control the girls as long as Fern Sigler remained there at work?

A. I considered it so, yes.

Q. Where did you get that information?

A. As I left the floor with Fern Sigler they shouted, "We are not going to work as long as she remains here."

[fol. 2203] Q. Did you ever, yourself, or direct anyone to call Fern Sigler back to work? A. I did.

Q. What did you do about it?

A. I instructed Mrs. Hyde to call Fern Sigler back to work.

Q. Do you know whether or not she did it?

A. She called.

Q. Did she get in touch with her, do you know?

A. She did not.

Q. Well, after the second incident involving Fern Sigler did you feel it was necessary to talk to the girls to keep them quiet? A. I did not.

[fol. 2206] Mr. Leary: Will you explain what system the company was using as of June 25, 1935, when you became production manager—

By Mr. Leary:

Q. (Continuing) —with reference to the handling of orders and the line of responsibility for carrying out orders?

A. After I took it, or just before I took it?

[fol. 2207] Q. Just before you took it.

A. Mrs. Reeves was head of the production department.

Q. You didn't make this change you mentioned the first day you went in there, did you? A. I did not.

Q. Let's consider it now the first day you went in there, where did the orders emanate? A. The first day?

Q. Yes. A. With me.

Q. Then, to whom did they go.

A. To the various people who were in charge of the different departments.

Q. Do you include in that category instructors?

A. I do.

Q. What kind of orders were given those persons?

A. That effective immediately they would no [long] have any supervision.

Q. That is with reference to your change of policy, is it not, Mr. Baty?

A. That is with reference to my changing the entire setup.

Q. Didn't you just testify you did not make any changes the first day?

A. I didn't change it until I took charge. The first thing I did was to call on them and tell them their [fol. 2208] supervision was taken away from them.

By Mr. Leary:

Q. Is it not your testimony that written and verbal orders are given to instructors? A. They are.

Q. What percentage of them are verbal?

A. It depends entirely upon what kind of orders you [fol. 2209] are referring to.

Q. What kind are you referring to when you use the word "orders," as being given to instructors?

A. I presume you would mean instructions for work to be performed—if that is what you want.

Q. All right. Let's go on with the word "instructions." Are written and oral instructions given to instructors?

A. Yes.

Q. What percentage of those given are verbal?

A. It depends entirely upon what subjects the instructions are covering.

Q. You list all of the subjects that are covered by "instructions?"

A. Written instructions are given them covering their work, the procedure of their work. Any deviation is given to them orally.

Q. What do you mean by "any deviation?" Deviation from what?

[fol. 2210] A. Any change from their written instructions.

Q. Who is it that makes out the written instructions?

A. Mrs. Nichols.

Q. Does she prepare all of the instructions that go to all of the instructors?

A. She does. She prepares the instructions, her and Josephine Spalito.

Q. Do you prepare any of the instructions yourself?

A. Not pertaining to the process that the garment is to go through that is being manufactured. No, I don't.

Q. Outside of the persons who handle the physical preparation of the instructions, that is, the typing, nameographing, or whatever method you use, do any persons handle the instructions from the time they leave Mrs. Nichols' or Miss Spalito's desk until they reach the instructors? A. Yes.

Q. Who? A. Pick up boys.

Q. Excluding the physical handling of the instructions, [fol. 2211] Mr. Witness.

A. Well, what other kind of handling do you refer to, other than physical?

Q. I refer to the mental handling. Are they reviewed by anyone after Mrs. Nichols and Miss Spalito complete their work on them? A. They are.

Q. By whom?

A. By Mr. Atchison and Miss Todd, and by myself.

[fol. 2212] Q. Does Mr. Atchison see everything that passes over Mrs. Nichols' or Miss Spalito's desk in the way of instructions? A. I would say he did not.

Q. Well, of the things that Mrs. Nichols'—and when I use her name, I intend to include Miss Spalito, also—of

the things that pass over Mrs. Nichols' desk, what type of instructions go to Dewey Atchison?

A. All instructions pertaining to the manufacture of garments.

Q. And what instructions do not go to Dewey Atchison?

A. Well, any other matters that she might handle.

Q. What are the other matters that she might handle?

A. Well, I don't know. She could have many other matters. She handles a great many matters with the pattern department, the designing department, before ever her written instructions are prepared.

Q. Mr. Witness, I want to limit ourselves, for the time being, to the written instructions that leave Mrs. Nichols' desk. Now, is it your testimony that all of those instructions do or do not go to Dewey Atchison? A. They do.

Q. All of them do? A. Yes.

Q. Do all of them go to Rose Todd?

A. They don't any of them go to Rose Todd.

[fol. 2213] Q. Did you not so testify? A. I did not.

Q. What did you mean to testify when you referred to Rose Todd a few pages back?

A. I said that she went over them, the written instructions.

Q. Does she go over all of the written instructions?

A. She does.

Q. Now, does Rose Todd go over them after Dewey Atchison sees them, or before?

A. Either before or after. It is not specified when she will go over them. She goes over them when she can.

Q. After Dewey Atchison has completed with the instructions what does he do with them?

A. The instructions are typed. Sometimes they are questioned and sent back to Mrs. Nichols. Sometimes he takes them back himself and discusses them with her, and if there is any changes made, they change them and make a corrected copy, put them in the box and they go out to the sections where the work is to be performed covered by such instructions.

Q. I want to understand you correctly, Mr. Witness. Did you just testify that Rose Todd sees all the instructions? A. She does.

Q. And your testimony is that it doesn't make any difference whether she sees them before or after Mr. Atchison? A. That is right.

[fol. 2214] Q. Now, in the event that Mrs. Nichols issued an instruction that goes to Dewey Atchison and then into the various sections to the instructors, when does Rose Todd see it?

A. She sees them when she has the opportunity to do so, either before or after they go out.

Q. Does she come to Miss Spafito, or rather, Mrs. Nichols' desk to see the instructions? A. Sometimes.

Q. How does she handle the situation otherwise?

A. She goes to Mr. Atchison's desk.

Q. In the course of a day, how many instructions are issued by Mrs. Nichols?

A. That would depend entirely upon the time before a line, or whether it was after a line had been put in the plant.

Q. Would you say that after a line had been put in the plant, that the instructions are normal?

A. After a line has been put in the plant, there will be approximately two or three weeks that she wouldn't issue more than one or two sets of instructions, and then there will be merely a correction or a slight change from some other instruction that has been previously issued.

Q. And then while a line is being installed, how often does she issue instructions?

A. Well, prior to a line going in the plant, say for [fol. 2215] approximately 3 weeks or a month, approximately 20 working days, something of that matter, she will issue any place from 3 to 10 or even as high as 12 or 14, her with Miss Spalito, instructions covering, sets of instructions to cover each style or each garment that is to go into the line.

Q. Over the course of a year, then, she will prepare about five or six hundred instructions, would you say?

A. She will.

Q. That is, she prepares one instruction for each new style dress that you start making at the plant? A. Yes.

Q. Now, are those the only instructions that are given to the instructors during the course of the year?

A. They are the only instructions covering the construction of garments.

Q. Well, what other instructions are given to the instructors?

A. To change from the constructions that they have and perform their work in some other manner.

Q. And Mrs. Nichols gives all of those out?

A. She does not.

Q. Who gives those out? A. I do.

Q. You give all of them out? A. I do.

Q. Mrs. Nichols then handles the primary instructions, [fol. 2216] is that it, and you handle all the supplements or changes?

A. I handle all of them. She performs that work as an individual for me.

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[fol. 2218] Q. Now, as of the time the instructor receives the original set of instructions, she has not material upon which to work, does she, to carry out those instructions?

A. You mean material in the way of instructions?

Q. No.

A. Or do you mean—

Q. (Interrupting) I mean the thread and the cloth, and so forth.

A. She frequently does. She is waiting on the instructions many times. She has the piece goods cut and in bundles, and is waiting on the instructions many times.

Q. Well, she has already ordered that and it has come into the section; is that it?

A. She does not order them.

Q. How does she get them?

A. They are delivered to her without an order from her.

[fol. 2219] Q. Is it your testimony, then, that your supply rooms furnish the various sections with the cloth materials to make the dresses before the instructions are prepared?

A. Sometimes.

Q. How is it possible for the supply rooms to know what will be necessary in each section before the instructions are sent out?

A. The planning is done in the office. The cut is made, and at the same time the people preparing the instructions are working on them and they do not have to wait to get the instructions before they can cut the garment.

Q. After the instructor has the original written instructions and has the materials available what does she do?

A. She goes over the instructions, reads them, and starts in to distribute the work, according to the class of operation, to the operators that perform that kind of work, and if they don't know how to do the work, she shows them.

Q. The instructor ordinarily knows what each girl in her section is capable of doing, doesn't she?

A. She knows what they do, what they are in there for.

Q. These written instructions by no means set out what particular operator is supposed to carry out a certain feature of the instructions, do they?

A. They do not.

Q. There are no individuals named on the instructions [fol. 2220] at all, are there?

A. There are not.

Q. So, the selection is left entirely to the instructor as to who does what work, is it not?

A. It is not.

Q. Who makes the selection?

A. I do.

Q. Do you pick out the individual operator who will do every individual operation?

A. I do not.

Q. Who does it?

A. I place the operators in the section to perform that particular work, and the instructor gives the work to them then.

Q. For instance, if today in section 999 original instructions came to the instructor, and she had 40 girls there, is it not a fact that if she had to have operation C done she would pick operator No. 13, for instance, of the group of 40?

A. She would not.

Q. Who would say that operator 13 would do operation C?

A. It would depend entirely upon what operation C was, and it would be very possible she wouldn't have any girls in her section that had ever performed that kind of work.

Q. I presumed in my illustration, Mr. Witness, that the instructions were sent to that section properly, and that she [fol. 2221] does have the girls there who can do that kind of

work. Who would pick out operator 13, to do, say, any operation in that set of instructions?

A. I don't understand what you are talking about.

By Trial Examiner Batten:

Q. Mr. Baty, don't you have sections where all 40 girls operate the same type of machine, do the same operation?

A. I don't think so; none that I can remember.

Q. You certainly have sections where you have at least 10 or 12 or 13 girls that do the same identical operation, don't you?

A. Yes.

Q. The question is, if you have 10 or 15, is it the instructor who selects the ones that will do that particular work, or does she just go along and dump a bundle on each one's table?

A. She selects them after they have been selected by me and placed in that section.

Q. But if there is more than one in that section of that particular kind, then it is the instructor who selects the particular one, if any selection is necessary?

A. Oh, yes; she is the one who gives them the bundle of work. Whatever it is they are especially placed there for, she gives that to any one of 8 or 12.

By Mr. Leary:

Q. The individual selection is left to the instructor, is it not?

[fol. 2222] A. Yes, amongst the ones that are there in that group.

[fol. 2225] By Mr. Leary:

Q. Isn't it true, Mr. Baty, that none of the operators themselves have permission to get a new bundle when they are out of work?

A. It is not.

Q. Isn't it your testimony that when they are out of work they merely stand up at their machine?

A. They do.

Q. Why do they stand up?

A. In order that the instructor and floor girl will see them.

Q. And they want to see them for what purpose?

A. That is to indicate that they either want work or thread or some other notion, that they need in the performance of their work.

Q. The girls can't go and get that themselves, can they?

A. They can, if the instructor and floor girl are not there.

Q. Well, as a general rule the instructor and floor girl are there, are they not?

A. We make every effort to have one of them present at all times.

Q. When they are present, either the thread girl or the instructor, the operators who do not have permission to go after supplies or material, or more work, do they?

[fol. 2226] A. They do not.

Q. And it is incumbent upon the instructor to see to it that when the operator runs out of work they are given more work. Is that not it?

A. Either her or the thread girl.

Trial Examiner Batten: It that the same as the floor girl?

A. Or floor girl. The thread girl or floor girl are one and the same term.

By Mr. Leary:

Q. How is it called to your attention when there are not enough girls in a section to do the work?

A. It is not called to my attention. I know it before it happens. The work available for a certain section is figured, computed as to the approximate number of operators that it will require to do that given amount of work, and I know it before it goes to the section.

Q. Well, in an emergency situation, how are you advised?

A. I will see it.

(By Trial Examiner Batten): Mr. Baty, supposing when you start up tomorrow morning, if you were there, that say there are ten of these sections and a couple of girls didn't show up, how do you find that out?

A. We have—

Q. (Interrupting) Or do you find it out?

A. We have a hospital department and the nurse main-
[fol. 2227] tains an attendance record. She calls each section in the morning and asks the floor girl or the instructor, whoever answers the phone, for her attendance, who is absent, and any cards that are not stamped in at the time clock, at the time for that group of people to report to work, are picked up and taken to the nurse's office. In a

very few minutes after time to start to work, within 15 minutes, it is known how many is absent.

Q. Who notifies you? A. They don't notify me.

Q. How do you know? A. I go around and look.

Q. You mean, you check every section the first thing in the morning?

A. I go over the plant the first thing in the morning.

Q. How many sections do you have?

A. Well, there is sixteen, eighteen.

Q. Who do you inquire of in each section? How do you find out there is somebody missing?

A. All you do is look at the vacant chairs. You don't inquire of anybody.

Q. Do you know, then, who is gone?

A. I don't know the exact persons in all cases. I know that there are so many operators out of this section and so many out of the other one, and so on.

[fol. 2232] Q. When did Mrs. Wherry leave the employ of the company?

A. Sometime in the middle of 1937, I believe.

Q. What was her position when she left?

A. She had been the general instructor.

Q. What were her duties in that capacity?

A. To check up with the different sections and see that the proper work was in the bins for those people, and to see that it was rushed through as fast as possible.

[fol. 2233] Q. Was she a supervisor? A. She was not.

Q. Had you changed her work at all in your new setup?

A. I did.

[fol. 2234] Q. Was the work she was doing somewhat similar to that done by Rose Todd, now?

A. It was not.

Q. Well, what is the difference?

A. Rose Todd has nothing whatever to do with the work being transferred from one place to the other, and has nothing whatever to do with the garments except location of notions and hunting lost bundles, and getting thread and parts that are misplaced.

Q. Is Mrs. Wherry's name "Anna"?

A. I couldn't tell you that.

Q. Well, is there any other "Wherry" down at the plant? A. None that I know of.

Q. What was the title you said that you gave to Mrs. Wherry? A. General Instructor.

Q. Was that as of June 1, 1937?

A. That was the only title that I could give her. In fact, people at that place don't have titles.

Q. You wouldn't say she was factory manager, would you?

A. I would not.

Q. Not under any circumstances at all?

A. Not under any circumstances.

Q. Well, Mr. Baty, I show you what has been marked as Respondent's Exhibit 11-A to 11-EE, and ask you to state [fol. 2235] whether or not—I am not asking you to check the accuracy now—but ask you to state whether or not those are the documents that are taken from,—those are the typewritten copies, rather, that are taken from the group of inter-office memoranda, penciled notations, that are in the court room?

A. These are taken from the memorandums which I sent to Miss Hartman, covering increases and wages of the various employees.

Q. And those memoranda are the ones that I hold in my hand, are they not?

A. Yes, sir.

Q. Whose handwriting are these memoranda in?

A. They are in mine.

Q. All of them?

A. No; the signature, I think, is all mine. I have not checked them. I picked these up from Miss Hartman, and I have not gone through them.

Q. Well, you did go through them when you signed your name to them, did you not?

A. I signed my name to them when I sent them to Miss Hartman on the dates that are shown at the top.

Q. You knew what was on the documents, didn't you?

A. Yes.

Q. The ones that you didn't make in your own handwriting?

A. I read them, yes.

[fol. 2236] By Mr. Leary:

Q. Now, is Board's Exhibit 31-A and 31-B in your handwriting? A. Yes.

Mr. Leary: Board offers its exhibits 31-A, 31-B and suggests that photostats will be made and inserted in the record.

Trial Examiner Batten: I don't suppose there is any objection? We have the original of what we now have [fol. 2237] a copy of.

Mr. Ingraham: I have no objection to the copy being made and substituted, but I may object to this exhibit.

Trial Examiner Batten: Any objections?

Mr. Ingraham: No objections.

Trial Examiner Batten: Mr. Tyler?

Mr. Tyler: No objection. He said that was in his handwriting, did he?

Mr. Tyler: Mr. Baty, did you say that was in your handwriting?

A. Yes.

Trial Examiner Batten: They will be received.

(The documents heretofore marked as "Board's Exhibits Nos. 31-A and 31-B" were received in evidence.)

[fol. 2239] Q. What is Mr. Price's job?

A. Mr. Price's job is the maintenance of the building, to look after the equipment, check the equipment, and check on any new equipment that I might want to go into to put in the factory. He checks up and gets prices on it, sees how it operates, and reports to me what he [fol. 2240] thinks about it, if it will be of benefit to us.

Q. Is he somewhat of an adviser to you in mechanical matters?

A. He does advise me considerably as to mechanical matters.

Q. When was that that you made these arrangements for the rental of the first floor to the Donnelly Garment Workers' Union?

A. I think the arrangements were made some time in the early part of 1937. It was shortly after we acquired the first and second floors.

Q. When was it that you discussed with the officials of the Donnelly Garment Workers' Union about having [fol. 2241] their rent for the first floor.

A. I think it was sometime in the month of May, 1937. [fol. 2242] Q. And did you agree then it would be \$3 a month rent? A. We did.

Q. Who did you make the agreement with?

A. Rose Todd.

Q. Did you sign any written agreement with Miss Todd or the officers of the Donnelly Garment Workers' Union concerning the rental of the space? A. I did not.

Q. Do you know whether any other officer of the company did? A. I think not.

[fol. 2243] Q. Now, did you give all these increases that your records reflect without conferring with anybody? Is that your sole responsibility?

A. I did not.

Q. Who did you confer with? A. Mrs. Reed.

Q. Well, other than that, did you and Mrs. Reed give them all yourselves?

A. We did, between us.

Q. You had no conferences with any other persons on the increases? A. We did not.

Q. I believe you testified that Mrs. Tyhurst checked the quality of the girls' work. Is that correct?

A. That is right.

[fol. 2252] By Mr. Langsdale:

Q. Mr. Baty, are you related to Mrs. Reed, by blood or marriage? A. By marriage.

Q. What relative of Mrs. Reed's did you marry?

A. A niece.

Q. When did you leave Parsons?

A. On what particular occasion?

Q. To come here to go to work for the Donnelly Garment Company.

A. December 31, 1932.

Q. Did you work for the M.-K.-T. Railroad up to December 31, 1932? A. I did.

[fol. 2253] Q. And you went to work for the Donnelly Garment Company on the 1st of January, 1933?

A. I did.

Q. You had never had any experience of any kind or character in any garment factory prior to this time?

A. No.

Q. I believe you stated that you were in some clerical department of the M. K. & T., joint utilities clerk, did you say? A. Joint facility.

Q. Facility? A. Yes, sir.

Q. How long had you been in that position?

A. Well, I would say approximately 3 or 4 years.

Q. And prior to that what did you do?

A. I was chief clerk to the district engineer.

Q. Located at Parsons? A. Yes.

Q. How long were you there?

A. Oh, approximately 2 years.

Q. And before that?

A. The division accountant.

Q. At Parsons? A. Yes.

Q. How long?

[fol. 2254] A. A couple of years.

Q. Before that?

A. Statistician in the general manager's office.

Q. What union did you say you at one time joined?

A. The National Brotherhood of Railway Clerks, Railway & Steamship Clerks.

Q. When did you join that?

A. Some time in 1918 or 1919.

Q. And how long did you belong?

A. I belonged until approximately a year after I come to work for the Donnelly Garment Company.

Q. Was that union functioning down on the M. K. & T. at the time you left there? A. It was.

[fol. 2255] Q. Was that organization affiliated with the A. F. of L. as long as you were a member of it, or didn't it become a company union?

A. They were affiliated with the A. F. of L.

Q. What did you say?

A. They were affiliated with the A. F. of L.

By Mr. Langsdale:

Q. Did you sign the petition of March 2d?

A. I did not.

Q. And you were out at Mrs. Reed's, I believe you said, when it was delivered there. Can you tell us who delivered it?

A. Inez Warren; Mary Sprofera.

Q. Now, you didn't have the slightest idea that it was being circulated until you got there and they came to Mrs. Reed's home? A. I did not.

Q. And it had some 1,100 names on it?

A. My recollection is there was 900 and some.

Q. And in your many rounds about the factory, you never saw anybody signing that petition, and didn't know [fol. 2256] it was even in circulation?

A. I did not.

Q. When the girls arrived, where were you at Mrs. Reed's home?

A. Sitting in a chair in the living room.

Q. Talking business, were you? A. Yes.

Q. And the girls came to the front door and Mrs. Reed let them enter; is that correct?

A. No, I opened the door and let them in.

Q. And they both came in, or were there three of them? A. There was three.

Q. Now, was the photographer there at the time?

A. I saw no photographer.

Q. Didn't you know there was a picture taken and printed in the paper?

A. I have never seen it.

Q. You never saw it? A. No.

Q. Now, you have named two. Who was the third one?

[fol. 2257] A. Pauline Shartzter.

Q. And do you know how long the girls stayed there?

A. I do not.

Q. Did you leave before they did? A. I did.

Q. So, let me show you I. L. G. W. U. Exhibit No. 14.

Mr Ingraham: Are you offering that?

Mr. Langsdale: I will show it to him first.

By Mr. Langsdale:

Q. Now, I show you this Exhibit 14, which purports to be an issue of the Kansas City Star for the 4th of March, 1937, which is a group picture of Mrs. Reed and these three girls whom you have mentioned. It says that it was taken when they delivered this March 2d document to her. You left before the photographer took that, did you?

A. I didn't see any photographer.

(Thereupon, the document above referred to was marked as "I. L. G. W. U. Exhibit No. 14" for identification.)

Q. Well, now, despite your intimate connections with the Donnelly Garment Company, you never did see this picture? A. I did not.

Q. On the front page of the Kansas City Star?

A. I did not.

Q. Never have seen it until now? A. No.

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[fol. 2259] Trial Examiner Batten: Well, I will receive it on the same basis, for a limited purpose that I have received Respondent's Exhibits 6 and 7, which are newspaper articles, not to prove anything that is true or untrue that is stated therein.

(The document heretofore marked as "I. L. G. W. U. Exhibit No. 14" was received in evidence.)

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[fol. 2261] Q. Florence Strickland. Is she the head of the pattern department? A. No.

Q. You have her marked here "Patterns." And I see her salary is \$80 a week. Was anyone else in the pattern department getting as much as \$80 a week? A. No.

Q. This was the salary you raised her to on the first of June, 1937. Is that still her salary, or is she getting more than that now?

A. It is my recollection her salary is still the same. [fol. 2262] Q. Mrs. Anna Wherry, \$80 a week. And I believe you said, in answer to Mr. Leary's question, that she was not known as the factory manager; is that correct? A. That is right.

Q. Will you tell me why you, in your own handwriting, designated her as factory manager? A. Did I?

Q. Well, you look and see. (Handing Board's Exhibit No. 31-A to the witness.) Did you?

A. That is the title Mrs. Reeves bestowed upon Mrs. Wherry. After I took over the factory Mrs. Wherry was very much upset over the methods that I put in, and was very much concerned, and she did go, to some extent, carrying that title, but all supervisory matters were taken from her hands.

Q. So, you, when you sent the note to Miss Pauline Shartzter, you just wanted to cajole her a little bit in describing her as factory manager, is that it?

A. I placed on that piece of paper what appeared on the card, and it has nothing to do with verifying what position she holds.

Q. Now, Lena Tyhurst, you said she was not known as assistant factory manager, didn't you? A. I did.

Q. Will you tell me why you in your own handwriting, [fol. 2263] designated her, when you raised her salary, as assistant factory manager?

A. That was the title that had been on her card during the time she was under Mrs. Reeves, and I presume she had been designated as that by Mrs. Reeves.

Q. C. Marvin Price. I see you raised him to \$70 a week. What did you say his job was down there?

A. He works in the maintenance department.

Q. Why did you call him head mechanic when you raised him to \$70 a week?

A. Because he provided me with the necessary information.

Q. Oh, yes. So, you just called him head mechanic without his really being head mechanic; is that it?

A. He is not head mechanic.

Q. Hortense Root. What does she do?

A. She works for Mr. Keyes.

Q. Doing what?

A. I don't know a whole lot about what she does do.

Q. What was she doing when you raised her, on June 1, 1937, to \$42.50 a week?

A. She was assembling samples and shipping them to the salesmen out on the road.

Q. You called her sample department head, in your own handwriting, didn't you?

A. I called her what appeared on the card from which [fol. 2264] that name was taken.

Q. And you wrote that to Miss Hartman when you raised her salary. Who was Anna Price?

A. Anna Price is a shipping clerk.

Q. Head of the department?

A. Mr. Keyes is head of the department.

Q. Why did you call her shipping clerk head when you raised her salary to \$52.50 a week?

A. That was taken off of the card from which the information was secured.

Q. So, you just left it there and raised her salary?

(No answer.)

Trial Examiner Batten. Do you want the question answered?

By Mr. Langsdale:

Q. You did leave it there, didn't you?

A. Leave what?

Q. You left the designation "shipping clerk head" after Anna Price's name when you raised her salary?

A. I did.

Q. I will hand you this bunch of memoranda and ask if they are all in your handwriting.

(A group of papers thereupon were handed to the witness by Mr. Langsdale, which papers were examined by the witness.)

A. They are not all in my handwriting, but I have [fol. 2265] signed all of these.

Q. They are not all in your handwriting? A. No.

Q. I believe you stated that you had read the article in the Kansas City Times that has been marked respondent's exhibit No. 6, published as of the 26th of February, 1937?

A. I don't think I said I read that.

Q. Well, didn't you? A. I don't believe I have.

Q. You never saw that article before?

A. I saw the article, but I don't believe I have ever read it.

Q. Well, it is headed "Reopen a Garment Feud. Union Plans to Seek Donnelly Company Recognition."

That is dated February 26 Kansas City Times.

Did you testify in answer to Mr. Ingraham's question that you had read the article?

A. It is not my recollection [ow] that I read the article.

Q. Well, the article is about the I. L. G. W. U. about ready to start a campaign to try to organize the workers in the Donnelly Garment Company.

I note that on the same day, February 26, 1937, you have three sheets of raises here.

[fol. 2274] Q. Now, can you give me any good reason why you wouldn't permit an operator—I mean an instructor—to discipline an operator?

A. I can give you a very fine reason, and the reason.

Q. All right. Let's hear it.

A. Because the instructors are not capable of disciplining operators.

Q. I see. You have instructors that have been there for 15, 16 years, haven't you? A. We have.

Q. And you never ran a machine in your life, did you?

A. I did.

Q. Where? A. A few minutes down at the plant.

Q. Oh, I see. But you think you are more capable of knowing whether an operator is good than these old instructors that have been there 15 or 16 years?

A. It is not my judgment, so that the party that put me on the job must know.

[fol. 2275] Q. Who is that? A. Mrs. Reed.

Q. She thinks you know more than these [told] time instructors that have been there 15 or 16 years, is that it?

A. I don't know what she thinks. She is evidently satisfied or she would move me.

Q. Now, let's say that some operator is staying away from her machine, staying in the toilet a little too often, too much. How do you find that out? Do you get that on these inspection tours you make of the factory, or does some one tell you about it?

A. The operator would tell me herself.

Q. Oh, I see. A. Yes.

Q. So is some operator is sneaking off to the toilet and taking the time of the company, why, she will come and tell you about it; is that it? A. Yes, sir.

Q. You wouldn't think of asking the instructor?

A. It wouldn't be necessary.

Q. The 600 or more operators, you wouldn't ask the instructor whether this little girl is behaving or not?

A. I would not.

Q. Now, of course, you say that you have no record whatever of the disposition of the various operators, their [fol. 2276] cooperativeness, their skill, their ability to work, fast or slow, except that which you carry in your head. Do I understand you to mean that?

A. I didn't say that.

Q. Well, have you any written record at all down there about these various qualities of your operators?

A. We have a payroll record which speaks for the operators, as to their efficiency.

Q. The payroll record doesn't tell you whether the girl is cooperative or not, does it? A. It does not.

Q. It doesn't tell you whether the girl is quarrelsome or not, does it? A. It does not.

Q. It doesn't tell you whether the girl is spending time away from her machine, does it?

A. Well, if she is spending too much time away from there.

Q. Well, what do you call too much? Say she is a girl that can run a machine fast, and she spends an hour a day in the toilet, would you call that too much if she still gets out considerable work?

A. If she would spend too much time away and would fall down on her guarantee, I would call the girl to the office and inquire into the occasion for it.

Q. Well, let's say she wouldn't fall down on her guar-
[fol. 2277] antee. She was a fast operator and a good
operator and still, she had an hour to throw away, and
make her guarantee. How would you find this out?

A. I would probably catch her going to and from there.

Q. But you wouldn't think of asking the instructor;
you wouldn't do that? A. I would not.

Q. Now, how often do you make the rounds of these
various sections?

A. Well, when I am at the plant I spend approximately
6 hours a day in the actual factory part.

Q. Walking around?

A. From one section to another.

Q. Just looking these girls over and seeing what they
are doing?

A. Not just looking at them. I talk to them occasion-
ally.

Q. Do you spend any time in your office? A. I do.

Q. Well, what have you got to do down there besides
watch these operators?

A. I have to O. K. the payroll.

Q. Anything else?

A. A good deal of planning work to do, which takes
me an hour and a half or 2 hours a day.

Q. And you have a lot of other people under your
[fol. 2278] jurisdiction, you testified, besides operators?

A. I do.

Q. And you have to step around and see whether they
are doing the job or not? A. I do.

Q. You wouldn't leave that to anybody else?

A. I do not.

[fol. 2281] By Mr. Langsdale:

Q. You have been here in the court room, Mr. Baty,
during practically all of the time that testimony has been
taken? A. Yes.

Q. You were here when Rose Todd testified?

A. Most of the time, I think.

Q. You heard her testimony that she called you and had you go with her down to May Fike's — or not May Fike's, but Fern Sigler's machine? A. I did not.

Q. You didn't hear her say that? A. I did not.

Q. Well, did Rose Todd go with you down to Fern Sigler's machine on the morning of the 23d of April, 1937?

A. She did not go with me. She might have followed me.

Q. Well, was she there at the same time you were?

A. I did not see her.

Q. You don't know whether she was there or not? [fol. 2282] A. I did not see her.

Q. Did she talk to you about going to Fern Sigler's machine before you went down, or up, or whichever direction you went to Fern Sigler's machine?

A. Not that I recall.

Q. I wasn't quite sure whether you told Mr. Leary that you didn't know who it was who called you to go to Fern Sigler's machine or not.

A. I said I did not know who it was.

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[fol. 2291] Q. I believe you stated that you didn't join the Nelly Don Loyalty League?

A. I did not.

Q. Was there any reason for not joining it?

A. None whatever. I just didn't join it.

Q. Were you asked to join? A. I was.

Q. Who asked you? A. I don't recall now.

Q. But you refused?

A. I didn't refuse, and I didn't say I would or wouldn't. I just didn't do it.

Q. You said that you didn't go to the March 18th meeting. That is the meeting at which the letter from the International Ladies' Garment Workers' Union was read. Where were you when that meeting was going on?

A. I was probably on my way home.

Q. You said you didn't even know there was going to be a meeting. A. Well, I still didn't know it.

Q. You were at that time in charge of the entire plant? A. I was.

Q. You have just learned that practically all of the employees were at the meeting? A. I have.

[fol. 2292] Q. Did you observe that chairs were being brought in and placed on the second floor for the convenience of those going to the meeting?

Mr. Ingraham: I object to that. There has been no evidence that chairs were brought in and placed on the second floor.

Mr. Langsdale: Yes, there has.

Trial Examiner Batten: This is the meeting of March 18th?

Mr. Langsdale: March 18th. We have a receipt for chairs that day, haven't we, to the Loyalty League?

Mr. Leary. Oh, yes.

Mr. Ingraham: March 18th?

Mr. Leary: The company's records show they delivered them there early that afternoon.

Mr. Ingraham: I don't recall it.

By Mr. Langsdale:

Q. Well, did you observe the chairs were being brought in for the convenience of those attending the meeting on March 18th?

A. I did not. I would have had no occasion to go to the second floor. The company didn't use the second floor.

Q. But you had a lot of people who were moving chairs in there that you had supervision over, didn't you?

A. I did not.

Q. Who had supervision over the janitors?
[fol. 2293] A. What janitors?

Q. Did you have any janitors?

A. We have janitors, yes.

Q. So you hadn't the slightest information that there was going to be a meeting on that occasion, the 18th of March, 1937? A. I did not.

Q. Did you think there was any reason why everyone else in the plant should hide that from you?

A. I know of no reason.

Q. Mrs. Reed went to the meeting, didn't she?

A. Yes, and I understand, and heard in the court room that Rose Todd sent for her up in her office. She just came in a few minutes before.

Q. But she was there; and do you know whether Mrs. Reeves was there or not?

A. I do not.

Q. Do you know whether anyone in the whole plant failed to go except yourself?

A. I don't.

Q. Now, the meeting of April 27th, that was the meeting at which they formed this Donnelly Garment Workers' Union. I believe you have testified that you didn't have the slightest intimation there was going to be a meeting of the employees on April 27th; is that correct?
[fol. 2294] A. I think so.

Q. You didn't know they were putting chairs in for the convenience of those who were going to attend that meeting?

A. I did not.

Q. Did you know that they were sending messages around over the company telephones to the various sections and departments, informing them of that meeting?

A. I did not.

Q. Now, of all of the supervision that you have been exercising out there for 3 or 4 or 5 years, everything that you have learned and carry in your mind, it escaped you entirely that there were 1,300 people in this plant going to a meeting on April 27th?

A. There was no occasion for me to know it.

Q. Well, you didn't know it, did you?

A. No, I didn't know it.

Q. Was there any reason that you knew of why the employees or anyone else should hide it from you that they were going to form a union that night?

A. There was no reason why they would hide it.

Q. But either they did hide it or you just never found it out?

A. I wasn't interested in it in any way.

Mr. Lane: Now, the intervener objects to that for the reason it is argumentative. There is no testimony here

[fol. 2295] that anything was hid from him. He testified that he didn't know it, and the question that it was hid from him is argumentative and not proper cross-examination.

Trial Examiner Batten: Read the question.

(Whereupon, the last question was read by the reporter.)

Trial Examiner Batten: Is that the question?

Mr. Lane: Yes, and the previous question contains an expression that they hid it from him.

Trial Examiner Batten: It may stand.

By Mr. Langsdale:

Q. Now, I believe you stated that the leaving time of the employees was staggered in order that the elevator service out there might accommodate them. You just had two passenger elevators; is that true?

A. That is right.

Q. And do you know the capacity of those two elevators?

A. I do not.

Q. Well, do you know how many people can conveniently ride in one of the elevators?

A. I do not.

Q. Are the elevators the same size?

A. Approximately, yes.

Q. Now, you have been the manager out there since 1935 and you mean to tell the Examiner you haven't the slightest idea whether these elevators will hold six or fifteen?

A. I didn't say I didn't have the slightest idea. I said [fol. 2296] I didn't know.

Q. Give us your best judgment as to how many can conveniently ride on these elevators.

A. I imagine ten to twelve people on each elevator at one time.

Q. So, having some 1,300 people leaving the plant, you stagger the leaving time so that the two elevators can take them down; is that correct?

A. I didn't say that the two elevators took them all down.

Q. Well, how do they get down? Walk?

A. No.

Q. How else do they get down?

A. We have two freight elevators.

Q. Well, did your employees use the freight elevators?

A. One of the freight elevators has been changed into use for a passenger elevator.

Q. Well, now, how many passenger elevators did you have in April, 1937?

A. Two.

Q. All right. Then at that time your employees were not using the freight elevator?

A. They were.

Q. What?

A. They were. It is still a freight elevator, even though they were using it.

[fol. 2311] By Mr. Langsdale:

Q. You stated that shortly after this meeting of April 27 you got from Mrs. Reed the cards that had been signed by those who desired to become members of the Donnelly Garment Workers' Union and took them and kept them and checked them over. How long did you keep them?

A. Just a few hours.

Q. Well, during one day?

A. I think so.

Q. You were talking about the various provisions in the working agreement yesterday, and about discussions of the various sections of that agreement. Was there any discussion at all about paragraph 9, known as the closed shop provision?

A. When do you mean?

Q. Well, that was agreeable to everybody, wasn't it?

A. At what time?

Q. At the time you were discussing whether or not you would sign the articles of agreement that were presented to you.

A. Do you refer to the time that Mr. Tyler and the committee came to Mrs. Reed's office?

Q. Yes. On May 27, 1937.

A. The article was discussed.

Q. By whom?

A. By Mr. Tyler and by Mrs. Reed.

Q. Were there any objections to it by Mrs. Reed; of any [fol. 2312] kind?

A. There was.

Q. What did she say about it?

A. She couldn't understand why it should be in there.

Q. She didn't believe in it?

A. She did not.

Q. Did she say any more about it than that?

A. She said considerable about it.

Q. Tell me something that you recall that she said about it.

A. She said she could understand no reason why there should be a provision of that kind.

Q. Did she state any of her personal objections to it?

A. The only reason was, she couldn't see why anybody couldn't work there regardless of their union affiliation, with that union or any other union. She didn't think it was necessary to have any such clause in the contract.

Q. Let me ask you if this isn't what Mrs. Reed said, after reading over the contract that had been presented to her by Mr. Tyler and Miss Todd and whoever else was there from the committee:

"I think the only change it will be necessary to make will be some legal phraseology. The spirit of this agreement is satisfactory."

Did Mrs. Reed say that?

A. She did not.

[fol. 2313] Trial Examiner Batten: What page, Mr. Langsdale?

Mr. Langsdale: Sir?

Trial Examiner Batten: What reference is that you are reading?

Mr. Langsdale: This is the reference to the minutes in Mrs. Reed's office, of May 27, 1937, of the board of chairmen of the union. It is Exhibit 9-14.

By Mr. Langsdale:

Q. And didn't Mrs. Reed say at that meeting, "I would like to have a little time to look over this agreement. However, I think it is very much in line. There will possibly be one or two little changes."

A. She said that, some of that.

Q. Well, did you say all of it?

A. And quite a bit more.

Q. Did she say that?

A. I wouldn't say she said exactly that, no.

Q. Did you say that, in substance?

A. Part of it—

Q. (Interrupting) That "It was very much in line and it might be necessary to make one or two little changes."?

A. I did not hear her say that.

Q. That is from 9-13. Didn't Mrs. Reed agree with the closed shop proposal and state that she thought it was necessary for industrial peace?

A. She did not.

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[fol. 2343] By Mr. Langsdale:

Q. You stated when you first went over to Mr. Tyler's office to consider this supplemental agreement that was the day before you actually executed the agreement?

A. That is right.

Q. And at the time this contract was presented to you with all of these wage arrangements, minimums, percentages, and so forth, and that you hadn't the slightest knowledge at that time what effect that would have upon the overheads of the Donnelly Garment Company, is that correct? A. It is not.

Q. Did you have any prior knowledge of what these [fol. 2344] demands would be at the time you went there on the 21st of June?

A. After looking at the proposals, the rates they propose, I did have some knowledge; I wouldn't say I didn't have the slightest.

Q. Did you have any knowledge of what those demands would be before the 21st of June?

A. Not what the demands would be, no.

Q. So, that was presented to you without any prior negotiations at all, prior to June 21?

A. It depends on what you call negotiations.

Q. Had they been talking to you about what their demands were going to be on the 21st of June?

A. They had not, but they had requested me to furnish the statement of what all of the various employees' salaries were. If you want to call that negotiations—

Q. They had obtained some information from you?

A. Yes.

Q. Did they at any time before the 21st of June tell you what minimums they were going to demand for the various classes of workers?

A. They did not.

Q. Or what percentage of those workers they wanted to differentiate between, 30 percent, 40 percent, and so forth? A. They did not.

Q. And you had to make your investigation of that [fol. 2345] between the time they presented it to you on the 21st of June and the time you signed the contract on the 22d? A. Yes.

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[fol. 2351] By Mr. Langsdale:

Q. Now, Mr. Baty, you testified yesterday that quite a large number of employees of the Donnelly Garment Company had received vacations of 3 weeks, besides Rose Todd. Give me the name of one who had a vacation of 3 weeks on pay, except executives?

A. Except—

Q. (Interrupting) Executives?

A. Executives. Florence Strickland.

Q. Florence Strickland is the one who gets \$80 a week in the pattern department? A. She does.

Q. She is the highest paid person in the pattern department?

[fol. 2352] A. Miss Spillsbury is the highest paid person in connection with the pattern department.

Q. Well, is Miss Spillsbury and Miss Strickland both in the pattern department? A. Yes.

Q. Or is one of them in the designing department, or is that the same department?

A. It is the same department.

Q. What is Miss Spillsbury's salary?

A. What is what?

Q. What is her salary? A. I don't know.

Q. Well do you say she gets more than \$80 a week?

A. Because I have heard it is well over that amount.

Q. Well, do you know what it is?

A. I know it is well over that amount.

Q. Don't you fix it? A. I do not.

Q. Well, who fixes her salary? A. Mrs. Reed.

Q. You don't know what it is except what you have heard?

A. I do not know definitely what it is.

Q. Now, tell me some one else besides Miss Strickland who had had 3 weeks vacation. A. Anna Price.

[fol. 2353] Q. Anna Price. She is the one that was listed here as the head of—well, who besides Anna Price? I will find this in a minute. A. Fred Brown.

Q. Fred Brown. Is he the same Fred Brown that is one of the chairmen of the union committee?

A. He is.

Q. Who else? A. Mrs. Fred Brown.

Q. Mrs. Fred Brown is Fred's wife? A. Yes.

Q. And who else? A. Margaret Broker.

Q. Margaret who? A. Broker.

Trial Examiner Batten: Well, Mr. Baty, wouldn't your social security cards show all those who had a vacation, and the length of it? A. It would.

Trial Examiner Batten: Well, if you want a list of all those, why can't it be prepared and put in here?

Mr. Langsdale: I would like to get at it that way, if I can. Will you do that?

Trial Examiner Batten: Mr. Ingraham, is there any objection?

[fol. 2354] Mr. Ingraham: No objection.

Mr. Langsdale: All I care for is those that had a vacation of three weeks or more, during the year 1937 or '38; '37 or '38.

Mr. Langsdale: Will you prepare that list so we can have it Monday.

A. Yes.

[fol. 2357] By Mr. Ingraham:

Q. Mr. Baty, you stated that Mrs. Elizabeth Reeves was production manager prior to the time that you took over the plant. Is that true? A. That is right.

Q. Now, what other duties did Mrs. Reeves perform in addition to being production manager?

A. She had charge of the merchandising, which included the purchasing of all materials, piece goods, and notions.

Q. Did that require her to make frequent trips to the East in order to buy? A. It did.

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[fol. 2359] By Mr. Ingraham:

Q. Now, Mrs. Reeves would be away for long periods of time, would she not? A. She would.

Q. And was it finally determined by Mrs. Reed that there should be a separation between the person handling the production and the person handling the merchandise?

A. She did.

Q. And Mrs. Reeves had had long experience buying the merchandise and she was designated to handle that department; is that a fact? A. She was.

Q. And you were then put in charge of the production department? A. Yes.

[fol. 2360] Q. And were you to give all your time to handling the production department? A. I was.

Q. And had Mrs. Reeves been able to give more than 50 percent of her time in handling that department?

A. She had not.

Q. Now, you didn't take over the merchandising department that Mrs. Reeves had been handling?

A. I did not.

Q. After you had been designated to take over the production department, did Mrs. Reed ask you to make an analysis of the department, and recommend any changes that you thought should be made? A. Yes.

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[fol. 2361] Q. Now, after you became production manager at the Donnelly Garment Company, you did make some changes, did you? A. I did.

Q. Why did you make those changes?

A. Because it was agreed upon between Mrs. Reed and

L. Q. Had you made an analysis and reached the conclusion that certain changes should be made?

A. I had.

Q. What changes did you make, and can you state very briefly your reasons for determining that those changes should be made?

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[fol. 2362] A. Prior to the time I took the factory, there were numerous people designated throughout the production department with more or less authority. In order to eliminate the conflicting orders that were issued to the various departments, Mrs. Reed agreed that I should relieve everybody of their authority and have one control power to cover the whole thing. Any changes in the regular routine of the work should come to me before anything could be changed, eliminating everybody else in the departments of any authority to hire, fire or discipline any employee.

I think that covers it, briefly.

By Mr. Ingraham:

Q. Well, was it on account of the fact that Mrs. Reeves had other work to perform and was not available to be in complete control that different other people had been designated to exercise a certain amount of authority?

A. It was.

By Trial Examiner Batten:

Q. Well, now, how did you know that before you ever became production manager?

A. I worked with Mrs. Reeves.

Q. Well, she told you that was the reason?

A. I worked with her.

Q. I say, did she tell you that was the reason?

A. Who?

Q. Mrs. Reeves?

[fol. 2363] A. Mrs. Reeves didn't do it. It was Mrs. Reed made the change.

Q. Did she tell you that was the reason?

A. She made the change and that was the reason she wanted it made.

Q. Because she didn't think it was working, was that it?

A. She thought it would be a better management to have one head central power than to have all these conflicting ideas that the various people were exercising.

By Mr. Ingraham:

Q. Had the company increased its number of employees and increased its production for the three or four years prior to the time that you became production manager?

A. It had.

Q. Can you estimate, approximately, the number of additional employees that had been put on the payroll since 1932?

A. I would estimate approximately 400 additional employees; at the time I came to work, which was the 1st of January, 1933, there was close to 800, between 800 and 900 employees.

Q. At what time?

A. In January, at the time I came to work there in 1933.

Q. And how many when you took charge of the factory?

A. When I took charge of the factory there was approximately 1,000.

Q. Now, in the changes that you made, did you relieve [fol. 2364] Mrs. Wherry of any supervisory control over any other employees?

A. I did.

Q. Is that true of Mrs. Tyhurst, too?

A. It is.

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[fol. 2372]

Recross-Examination.

By Mr. Patten:

Q. Mr. Baty, when you made the change and took charge of the production in 1935, what was the purpose of that change?

A. The change in supervision, you mean?

Q. Yes.

A. We had had a great deal of trouble with our conflicting orders that had been issued throughout the plant,

and when we would try to determine the party who had issued those orders it was practically impossible, and it was retarding the production. In order to improve the handling of the production Mrs. Reed decided she wanted one central authority to have all of the jurisdiction over the production.

Q. Were the results of the change what you expected, beneficial?

A. Well, they have been very satisfactory ever since.
Mr. Patten: That is all.

By Mr. Langsdale:

Q. You mean if a supervisor or instructor would tell a girl to quit talking and go to work there would be some conflict over that order; is that it?

A. We have no supervisors in the production department [fol. 2373] ment, Mr. Langsdale. We wouldn't have one there that could do it except myself.

[fol. 2375] Q. So, as far as disciplining the operators was concerned, and watching over them to see that they kept at work, you didn't have any difficulty of conflicting instructions, prior to the time you took over in 1935?

A. We never have, regarding their work. Everybody there wants to work. They come down there to work; they are very anxious to work, and there is no difficulty keeping them working. Give them the work, and they will keep on working.

Q. Let me understand you, Mr. Baty—and this will be my last question.

You mean to say, from your observation it has never been necessary, from the time you took over in 1936, for an instructor to discipline an operator by telling that operator to do her work instead of wasting her time? It never had happened?

A. I didn't say it had never happened. It did happen.

Q. Then, the instructor would discipline them and tell them, "Go to work," wouldn't she—I mean, the instructor?

A. She would.

Q. Did you have any trouble about that kind of instructions?

A. Not a great deal.

Q. Did you have any?

A. Some.

Q. What kind?

A. A few minor cases where there would be a disturb-
[fol. 2376] ance start between the instructor and the girl.

Q. Not of sufficient importance to cause you to tell the
instructor she couldn't do it any more?

A. We did.

[fol. 2377] Mr. Langsdale: Mr. Baty, I hand you I. L. G. W. U. exhibit No. 18-A and ask you to state what that is.

A. This is a list of the employees, exclusive of executives, which received three weeks' vacation with pay during the year 1937.

Trial Examiner Batten: Is that from the time payroll or from both payrolls?

A. That is from both.

Mr. Langsdale: I hand you I. L. G. W. U. exhibit No. 18-B and ask you to state what that is.

A. This is the list of the employees, exclusive of executives, who received three weeks' paid vacation during the [fol. 2378] year 1938.

(Thereupon the lists above referred to were marked for identification "I. L. G. W. U. Exhibit No. 18-A and 18-B.")

[fol. 2382] ELLA MAE HYDE, a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. Just state your name, please.

A. Ella Mae Hyde.

Q. Where are you employed, Mrs. Hyde?

A. Donnelly Garment Company.

Q. How long have you been employed at the Donnelly Garment Company?

A. About 10 and one-half years.

Q. What is your present position with the Donnelly [fol. 2383] Garment Company?

A. I have charge of the work in the employment office.

Mr. Langsdale: I didn't get that answer.

The Witness: Charge of the work in the employment office.

By Mr. Ingraham:

Q. How long have you held that position?

A. About 7 or 8 years.

Q. Now, what work is done by the employment office?

A. We do the interviewing necessary, applicants coming in and leaving their applications, and assist in filing the [requests] for help as are turned in to us by the heads of the departments.

Q. Does that bring you in close contact with Mr. Baty?

A. Very close, yes.

Q. Were you present at any conference between Mr. Baty and Mrs. Reed on or about the month of June, 1935?

A. Yes.

Q. Did Mr. Baty have a plan, or method, of handling the management of the factory that was different from the one that had been in effect?

A. Yes, he did have.

[fol. 2384] By Mr. Ingraham:

Q. Just state very briefly what changes Mr. Baty was proposing to be made.

A. He suggested that there be a central person from whom orders should be issued, rather than a group of people; that he had found difficulty in getting production through as he felt should be done efficiently, because of the conflicting instructions or orders that were given by various people in the factory. In order to obtain the best results, he felt that this should be eliminated. Then there would be no misunderstanding or conflicting agreements.

Q. What instructions did Mrs. Reed give to you?

A. That Mr. Baty was to do the hiring and firing and disciplining of all employees; that I was to work under his directions on those matters.

Q. Did you know whether or not Mr. Baty put that plan of operation into effect?

A. Yes.

Q. After he took charge of the factory?

A. He did.

[fol. 2385] By Mr. Ingraham:

Q. Mrs. Hyde, were you present at a meeting of employees on or about March 18, 1937?

A. I attended the latter part of the meeting.

Q. Were you present when Mrs. Reed spoke?

A. Yes.

[fol. 2386] Q. State whether or not you heard Mrs. Reed say that the International Union was never going to come into the Donnelly plant?

A. Mrs. Reed said—

By Mr. Ingraham:

Q. Well, were you present during the entire speech Mrs. Reed made?

A. Yes, I was.

[fol. 2387] By Mr. Ingraham:

Q. Did you hear Mrs. Reed make the statement that "Dubinsky or no other 'ski' is going to run my business."?

A. No.

By Mr. Ingraham:

Q. State whether or not you heard Mrs. Reed say that she wanted the employees to get the names of any of the employees that belonged to the International Union.

[fol. 2388] A. No, I did not.

Q. Will you state, in substance, what Mrs. Reed did say.

A. She began her conversation, or talk, with the employees by telling them that we had enjoyed what one would consider a nice business; that we had opened up a few more

Nelly Don departments, and that she knew that the employees were worried to a certain extent, and that she would like them to know that she would give them all the protection that she could; that she felt the police would also give protection, and in case they would not, that it would have to be resorted to the courts.

Q. What, if anything, did she say with reference to the International Union?

A. She said that the International, Dubinsky or any other "buttinsky" would not intimidate her into making her compel, or force her employees, to join any labor organization which they did not choose.

Q. Can you state the time of day that this meeting occurred?

A. Yes. It was just about 5 o'clock.

Q. How did you happen to attend the meeting?

A. Well, for the simple reason that I had gotten a call that there was a meeting for all employees, including everyone, invited to this meeting, and I couldn't arrange my work to get away at the beginning, so I went down as soon as I could.

[fol. 2389] Q. Do you know who called you?

A. No, it was just a call over the phone.

Q. Had you had any discussion with Mrs. Reed or any executives of the company in regard to holding such a meeting as that?

A. No, I didn't know [that] it was about.

Mr. Langsdale: I didn't get that answer.

The Witness: I said no, I did not. I did not know what it was about.

By Mr. Ingraham:

Q. Mrs. Hyde, were you at work on the morning of April 23, 1937? A. Yes, I was.

Q. Will you just briefly state what occurred with reference to Sylvia Hull?

A. Well, I arrived a few minutes after 8, and was told, I can't remember by whom, that there was some confusion on the 8th floor. So I went upstairs and I found a group of girls working in the section, same section as this Sylvia Hull, grouped around her machine, and they were singing songs, and I suggested that since

knowing about the notice that was in the paper the night before, that Sylvia Hull come down to the desk with me, so that we could get these girls back to work, and their remarks at the time were that they would not go back to work unless she left the building. When I asked them to go back to work and she came down to the office with [fol. 2390] me, instead of these girls all going back to work, a group of them followed us down, and when I asked them to again return, they said they would as soon as they heard Sylvia say she was going to go home, at which time Sylvia did say "I will go home." I didn't know the girls felt this way about it, or I wouldn't have done it."

Q. Did you ask Sylvia Hull why she joined the union?

A. I did not.

Q. Did you ask her why she joined the International Union?

A. No, I didn't. There was very little conversation. She went home.

Q. What, if anything, did she say with reference to going home?

A. She said that she wanted to go home.

Q. Now, did she leave any telephone number or any [say] to be reached?

A. Yes, she did. I asked her to leave her telephone number, and she said it was the number of a neighbor, and I told her that I would get in touch with her, but that if I didn't contact her, would she please allow me the courtesy of getting in touch with me, since she was leaving a neighbor's telephone number.

Q. Did you ever make any efforts to call Sylvia Hull?

A. Yes, I did.

Q. When did you do that?

[fol. 2391] A. The next morning.

Q. Were you able to reach her? A. I was not.

Q. Did you ever try after that? A. Yes, I have.

Q. Over how long a period?

A. Oh, I don't recall. For a number of days.

Q. Did Mr. Baty instruct you to try to communicate with Sylvia Hull? A. Yes.

[fol. 2392] Q. You mentioned that there was a newspaper article in the paper the night before this occur-

rence took place. I will hand your respondent's exhibit No. 1 and ask you if that is the newspaper article you referred to. A. Yes, it is.

Q. Now, on that same morning was there any other disturbance at the plant? A. Yes.

Q. Will you just state what occurred with reference to the other disturbance?

A. A little later, after Sylvia left, approximately an hour, I heard this confusion outside my doorway on the seventh floor. There was a group of girls coming from the eighth floor, going down to the sixth, and I asked them where they were going. They said, "Down to visit Fern Sigler." They said she had on a union button. And I made the suggestion to them that they go back to work, and they said they would as soon as they visited Fern. And when I insisted, the greater portion of them went on back to the eighth floor, but a few went on down to six.

I followed them down there. They went in and looked at Fern's machine, and turned around and went back upstairs.

Q. Now, did you go down to the sixth floor again after the first time? A. No.

[fol. 2393] Q. Did Mr. Baty go down to the sixth floor when he arrived? A. Yes, he did.

Q. Did you tell Mr. Baty what had occurred?

A. I told him of both instances that morning.

Q. Did Mr. Baty bring Fern Sigler to the office?

A. He did.

Q. I say "office." That is your office, isn't it?

A. He didn't bring her to my office. He took her inside the nurses' office.

Q. I will hand you Board's Exhibit No. 5 and ask you whether or not that is what occurred at the office with reference to what Fern Sigler said and what Mr. Baty said and what you said. Will you just please read it?

(The exhibit referred to was [ready] by the witness.)

By Mr. Ingraham:

Q. Is that what occurred, Mrs. Hyde? A. Yes.

Q. And Fern Sigler went home that morning?

A. Yes, she did.

Q. This occurred on the 23rd of April, 1937?

[fol. 2394] A. That is right.

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[fol. 2395] Q. Is it true that the plant was working at full capacity during the latter part of April and the first part of May? A. Yes, they were.

Q. Weren't most sections working over 40 hours?

[fol. 2396] A. Yes, they were.

Q. Wasn't the section in which May Fike was working, working over 40 hours?

A. Yes, they were.

Q. Now, Mrs. Hyde, had Mr. Baty a short time prior to April, 1937, transferred all operators that performed underarm hemming to one section?

A. He had transferred all operators that performed underarm seam binding.

Q. To this one section?

A. Yes.

Q. About how many operators that performed that kind of work were in that section?

A. About 14 or 15, something like that.

Q. As a result of doing all of that character of work in one section was the company able to get along with a less number of operators doing that class of work?

A. On that type of operation they were, yes.

Q. Did May Fike do any other kind of operations satisfactorily?

A. She was a binder only.

Q. Now, Mrs. Hyde, in your work in the employment office have you ever received any instructions or orders from the company or any officer of the company, Mrs. Reed

or Mr. Baty, to discriminate against applicants on account of any union affiliations?

A. No, I have not.

Q. What, in fact, have been your instructions?

A. That that would make no difference. Regardless of what union or labor organization to which they might belong, as long as they had the qualifications to fill the positions which we needed to be filled, that was all that was necessary.

Q. Have you ever been instructed to inquire into the matters of that kind in connection with applicants?

A. I have never inquired about that.

Q. Have you ever advised or suggested to any applicant that they would not be employed at the Donnelly Garment Company if they were a member of the International Ladies' Garment Workers' Union?

A. I have not.

Q. Have you ever suggested or said anything to any employee of the Donnelly Garment Company that they couldn't hold their job at the Donnelly Garment Company if they joined the International Ladies' Garment Workers' Union?

A. I have never said that.

Q. Have you ever heard Mrs. Reed, Mr. Green, Mr. Keyes, Mr. Baty, Mrs. Reeves, or any other official, or any person in a supervisory capacity, make such a statement?

A. No, I have not.

Q. Have you ever discharged or recommended for discharge any person on account of their union affiliations [fol. 2398] or sympathies?

A. I have not.

Q. Did you ever hear Mrs. Reed, Mr. Green, Mr. Keyes, Mr. Baty, Mrs. Reeves, or any other official or supervisory employee of the company make such a suggestion? A. I have not.

Trial Examiner Batten: Mr. Ingraham, as I understand it—Is Mrs. Hyde one of the ones who is a head of a department?

Mr. Ingraham: She works with Mr. Baty. She can't actually discharge without Mr. Baty's approval.

Mr. Langsdale: Just a minute. I object to that statement.

Trial Examiner Batten: The list says "heads of departments."

Mr. Ingraham: It is his department.

Trial Examiner Batten: Is Mrs. Hyde in the same position, relatively speaking, as the instructors?

Mr. Ingraham: No. She has more to do than the instructors.

Trial Examiner Batten: Is she considered as a supervisor?

Mr. Ingraham: I would say this, Mr. Batten: Mr. Baty is the final one who passes on, for instance, the discharge, but Mr. Baty does consult with Mrs. Hyde, and Mrs. [fol. 2399] Hyde keeps advised as to the people who it would probably be to the best interest of the company to let off.

Trial Examiner Batten: In other words she does, as far as recommendations are concerned, then—

Mr. Ingraham: She does. I would class Mrs. Hyde in an entirely different category than the instructors. In other words, it is her job to keep up on who it is advisable to retain with the company and who should be laid off.

By Mr. Ingraham:

Q. Mrs. Hyde, did you ever authorize or suggest to any employee that they should form the Donnelly Garment Workers' Union? A. I did not.

Q. Did you assist in the organization of the Donnelly Garment Workers' Union in any way?

A. I have not.

Q. Have you ever granted permission to any employees to solicit membership in the Donnelly Garment Workers' Union during working hours, on company property?

A. I have not.

Q. Do you know of any financial contribution, or any contribution, that has been made by the company, or any official of the company, to the Donnelly Garment Workers' Union? A. I do not.

Q. Have you yourself ever contributed any money or any other assistance to the Donnelly Garment Workers' Union?

[fol. 2400] A. I never have.

Mr. Ingraham: That is all.

Cross-Examination.

By Mr. Leary:

Q. What portion of your time is occupied with interviewing?

A. The greater part of it, Mr. Leary.

[fol. 2404] By Mr. Leary:

Q. Now, what kind of songs were these girls singing around Sylvia Hull's desk?

A. The old one that we all know, "Hail! Hail! The gang's all here!"

Q. Weren't there any others?

A. I don't recall any others. I was only there a very few minutes.

Q. Do you remember any of the Loyalty League's songs?

A. No, I don't.

Q. Haven't you ever been in the Loyalty League?

A. Have I what, did you say?

[fol. 2405] Q. Have you ever been in the Loyalty League?

A. I am a member of the Loyalty League.

Q. Have you been a member since its formation?

A. Yes, I have.

Q. And you never heard any of their songs?

A. No, I never did.

Q. Have you ever heard any of their songs sung?

A. I couldn't answer you truthfully about that.

Q. They do have songs, don't they?

A. I think they do. In fact, I think I heard them sing one at a dance one time.

Q. About how many girls, would you say, were around Sylvia Hull's machine?

A. Oh, I would say around fifteen or twenty.

Q. You didn't insist that they go back to work, did you?

A. I certainly did, Mr. Leary.

Q. I believe you testified before that you suggested.

A. And then I told you that I insisted.

Q. Insisted on the Fern Sigler incident, isn't that correct?

A. I insisted on both of them, whether I used the word "suggested" or not.

Q. Do you mean to convey the same idea when you use the word "suggest" as when you use the word "insisted"?

A. Yes, I do.

Q. Well, after your insisting that the girls on the eighth floor go back to work, and they refused to go back, did you reprimand any of them?

[fol. 2406] A. What do you mean, "reprimand them"?

Q. What education have you had?

Mr. Ingraham: I object to that question.

Mr. Stottle: He should ask the witness what she did.

Trial Examiner Batten: Well, I think she may answer to determine whether or not—she should know what "reprimand" means.

By Trial Examiner Batten:

Q. Do you know what that word means?

A. Yes, I do, Mr. Batten. Of course, I do. In fact, as far as insisting on people returning to work, I can't take them physically and force them back, Mr. Leary.

By Mr. Leary:

Q. As a matter of fact, you did nothing, did you, except to lead Sylvia Hull out of there?

A. I did do other things. I insisted on the girls returning to work.

Q. But they didn't return to work, did they?

A. But they did, when Sylvia Hull said that she was going home.

Q. But Sylvia Hull didn't say that, if I remember your testimony correctly, until after she was in the office.

A. That is right.

Q. Now, I am referring to the incidents that occurred [fol. 2407] on the eighth floor in the section around Sylvia Hull's machine, about which I believe you testified that you suggested the girls going back to work; is that correct?

A. Yes, I think I used the word "suggested", as you said.

Q. And they refused to go back to work, didn't they?

A. Yes. They said they would go back to work when Sylvia Hull left the building.

Q. Did you consider that a refusal to go back to work?

A. I would say it was, to a certain extent, yes.

Q. Now, did you do anything else at that time, while you were on the eighth floor, to make those girls obey your order, namely, that they return to work?

A. There was nothing else I could do, Mr. Leary. No.

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[fol. 2409] By Mr. Leary:

Q. Well, as far as Sylvia Hull was concerned, and as far as the company was concerned, was the blame put on Sylvia Hull because the other girls wouldn't work, or was the blame placed on the girls themselves?

A. There was no blame placed on anyone, Mr. Leary.

Q. Did you report to Mr. Baty that the girls on the eighth floor refused to work? A. Yes, I did.

Q. Do you know whether Mr. Baty reprimanded any of them?

A. I don't know what Mr. Baty did, except to go on the eighth floor after he arrived at work. He also went on the sixth floor after he arrived, and there was no disturbances. People were in perfect order.

Q. There were no discharges on the sixth and eighth floors, were there? A. No.

Q. And there were no girls off other than the ones we have referred to here, Sylvia Hull and Fern Sigler?

A. There was no one laid off.

Q. There was no one sent home other than Sylvia Hull?

[fol. 2410] A. Sylvia Hull went home by her own choosing.

Q. Well, disregarding Sylvia Hull and Fern Sigler?

A. No.

Q. No girls were docked in pay for that day, were they?

A. I don't know about that.

Q. You have the record, haven't you?

A. I haven't looked them up. I certainly can't answer your question.

Q. Well, did you talk to anyone on the eighth floor, other than the girls who were singing and stating that they refused to work?

A. I didn't talk to the girls on the eighth floor only to tell them to go back to work, Mr. Leary, and then to ask Sylvia Hull to come to the office with me.

Q. Now, before asking Sylvia Hull to come to the office, did you make any attempt to ascertain what, perhaps, might be considered as her side of the story?

A. No, except that she offered the explanation herself, that she didn't know the girls would feel that way, that if she had, she would never have done it.

Q. Well, that was said in the office later, wasn't it?

A. That was said to me downstairs.

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[fol. 2412] Q. Wouldn't you say that on the basis of your last few answers, that it was the other girls who were violating the rules of the company, and not Sylvia Hull, while you were on the eighth floor?

A. I would let the Examiner decide that.

Q. Well, I am asking what your judgment is.

A. I don't have any judgment on that subject, Mr. Leary.

Q. Now, then, did you go to the seventh floor, was it, to your office? A. Yes.

Q. And how many persons were present in the office when you talked to her?

[fol. 2413] A. Oh, there was a group of girls standing around, I should say, maybe eight or ten.

Q. Most of those on the eighth floor had come down to the office? A. No, not most of them.

Q. About how many of them?

A. I said about eight or ten; something like that. I couldn't just be real truthful about that number.

Q. That group of eight or ten girls heard your entire conversation with Sylvia Hull on the seventh floor, didn't they?

A. They stayed there until they heard Sylvia Hull say that she was going home, yes.

Q. Did you tell Sylvia Hull that it wasn't necessary for her to go home?

A. I did not tell her that.

Q. Did you tell Sylvia Hull that she would be given any protection by the company, if necessary?

A. No, I didn't. It wasn't necessary to have protection.

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[fol. 2414] Q. Did you, at any time, during the incident concerning Sylvia Hull, tell these girls that they would

have to work, and that they would have to work with Sylvia Hull?

A. No, I did not.

Q. Did you make any investigation to determine whether or not the girls on the eighth floor were just, or reasonable, in taking a position that they would not work with Sylvia Hull?

A. No, I didn't do that.

Q. Have you ever made such an investigation?

A. It is not my responsibility, Mr. Leary.

Q. Well, have you ever made such an investigation?

A. No, I have not. I have no authority.

Q. Have you ever suggested any to Mr. Baty?

A. No.

Q. Do you know whether Mr. Baty has ever made such an investigation?

A. No, I do not.

Q. Do you know whether any official of the company has?

A. No, I do not.

Q. If such investigation were made, and action taken, [fol. 2415] such action would be reflected upon your personnel records, would it not?

A. It depends upon what the action would be, Mr. Leary.

Q. Well, as far as layoffs or discharges were concerned, they all would be reflected on your records, wouldn't they?

A. If you mean reasons for people leaving, yes. I would have that information, probably, but with no thorough explanation.

Q. Well, now, this business of April 23rd was something that couldn't be considered usual, and as having happened in the normal course of your business, would it?

A. No.

Q. As far as the handling of employees and the personnel problem was concerned, it was something that will long be remembered there, and did make an impression upon yourself, didn't it?

A. I remember the incident, as far as I, personally, am concerned, yes.

Q. You had Sylvia Hull's address on your personnel records, didn't you?

A. Yes.

Q. You never wrote her a letter?

A. No.

Q. Never sent her a telegram requesting her to come to work?

[fol. 2416] A. I called her a number of times.

Q. I asked you if you ever sent her a telegram?

A. No.

Q. What time did she leave the plant that morning?

A. I would say about 8:15 or 8:20; something like that.

Q. Did you reprimand any of the girls who refused to return to work when you told them to return to work, when such girls were on their way down to the sixth floor to see Fern Sigler?

A. I can only insist, Mr. Leary, I do not reprimand or discipline employees.

.

[fol. 2417] Trial Examiner Batten: Did you reprimand them in this situation?

A. No, I did not.

By Mr. Leary:

Q. Did you give Mr. Baty all of the details of your attempts to get the girls to return to the eighth floor?

A. I tried to, yes.

Q. Do you know whether or not Mr. Baty reprimanded any of the girls?

A. I do not.

Q. For the benefit of the record, I am referring to the group that came down to the sixth floor to see or visit Fern Sigler.

A. I don't know. I wasn't there at the time Mr. Baty was there.

Q. If there had been any reprimands in the way of layoffs or discharges they would be reflected on your records, would they not?

A. Well, Mr. Leary, I wouldn't consider a reprimand a layoff or a discharge. I consider a reprimand a correction.

Q. Well, if there had been any layoffs or discharges resulting from the girls failing to return to work when they were instructed to, wouldn't such layoffs or discharges be reflected upon your personnel records?

A. I probably would have known it.

[fol. 2418] Q. It is more than a probability? It is an actual fact, is it not, that you would have known it?

A. I might have known about a girl leaving, Mr. Leary, but I might not know the full reasons for that girl leaving.

Q. Mr. Baty never told you, did he, that it was incumbent upon him to lay off or discharge any girls because of their participation in the April 23 incidents?

A. He didn't tell me.

Q. In so far as Fern Sigler is concerned, she didn't violate any rules of the company, did she?

A. If you mean by rules, she was there at a given time, and she had on a white uniform and behaved, yes.

Q. She was sitting at her machine?

A. Yes.

Q. And attempting to do her work?

A. Yes.

Q. Are there any other rules of the company she should have been following that morning?

A. No, I don't recall any.

Q. Would you say she wasn't violating any rules of the company?

A. Not at the time I saw her.

Q. And as far as any information that you picked up from the girls that you talked to is concerned, she had not violated any rules of the company, had she?

[fol. 2419] A. I am sorry, I didn't talk to any of the girls about Fern Sigler, other than insisting that they return to work.

Q. So that from all of the information you have, from Mr. Baty, or from what you saw yourself, you would say that she did not violate any rules, wouldn't you?

A. That is my personal knowledge.

Q. And from the knowledge acquired from conversations with Mr. Baty, is that also your answer?

A. What conversations?

Q. Did you have any conversations with Mr. Baty regarding the Fern Sigler situation?

A. I told Mr. Baty after he arrived at work that there had been a disturbance on the sixth floor involving Fern Sigler.

Q. You knew Mr. Baty had gone to the sixth floor and looked the situation over, didn't you?

A. Later. Not then. After I told him.

Q. Did Mr. Baty ever tell you that he had found Fern Sigler violating any rules of the company?

A. He did not tell me.

Q. How long did the plant continue to run at full capacity in 1937?

A. How long after what?

Q. Read the question.

(Thereupon the last question was read by the reporter.)

Q. Did it ever slow down?

[fol. 2420] A. The latter part of June in 1937.

Q. And it ran at peak capacity up to that time, is that right?

A. Yes. The months of March, April, and May are our biggest months.

Q. So that, as of May 12, 1937, it was running at full capacity?

[fol. 2433] By Mr. Langsdale:

Q., Mrs. Hyde, are you married?

A. I am.

Q. Now, at the time of the Fern Sigler and Sylvia Hull incident, you were the personnel manager, were you not?

A. I have never carried that title, Mr. Langsdale.

Q. Not even before the NRA decision?

A. I never claimed that I did, no.

Q. Never called yourself the personnel manager?

A. I have always called myself employment manager.

Q. You made a number of affidavits which were filed in [fol. 2434] the NRA—I mean, in the three-judge hearing?

A. Yes, sir.

Trial Examiner Batten: Mr. Langsdale, according to Mr. Ingraham's statement, in answer to my question a while ago, there isn't much dispute, is there, about what her position is?

Mr. Langsdale: Well, my own conception of the title, personnel manager, is a little different from what she says her duties were at that time.

Trial Examiner Batten: Well, of course, I think I have said several times before that the important thing is, not titles peoples have; the important thing is, what do they do.

Mr. Langsdale: Yes, and, of course, we are attempting to show what she does, and in addition to that we are attempting to show what title she holds herself out as having.

Mr. Langsdale: Let me show you this affidavit, Mrs. Hyde, which purports to be one signed by you on the 5th day of November, 1937.

Trial Examiner Batten: Which proceeding is that in?

Mr. Langsdale: The three-judge proceeding.

(Whereupon, the document above-mentioned was handed to the witness by Mr. Langsdale.)

By Mr. Langsdale:

Q. That is your affidavit?

A. That is right.

Q. It states, does it not, "I have been employed at the [fol. 2435] Donnelly Garment Company for the last nine years and have been personnel manager for the last seven years." You signed that and swore to it on the 5th of November, 1937?

A. That is right.

Q. Now, I believe you stated that Sylvia Hull voluntarily said that she would go home. I think I have your exact language,—and she further said, "I didn't know the girls felt that way about it or I wouldn't have done it." Is that what your testimony was, this morning?

A. That is right.

Q. Let me show you this affidavit filed in the three-judge hearing, purporting to be one signed by you on the 5th of November, 1937, and ask you to read it and see whether or not that is an affidavit that you signed on that date.

(Whereupon, the document above referred to was handed to the witness by Mr. Langsdale.)

A. That is right.

Q. On this affidavit signed on the 5th of November, 1937, you state "The same group of girls followed us to the office. After my instructions that they again return to their work, they made the remark in unison 'We will return to work as soon as we hear her say she will go home', at which time Mrs. Hull answered 'I will go home'."

A. That is right.

Q. You said nothing in this affidavit about her, saying [fol. 2436] that if she had known they felt that way about it, that she wouldn't have done it?

A. It isn't in there.

[fol. 2437] Q. You say that Sylvia Hull left with you a telephone number which she told you was a neighbor's number?

A. That is right.

Q. And that you called her the next day?

A. That is right.

Q. What did you have in mind saying to her the next day?

A. I was going to tell her what Mr. Baty would suggest that I tell her.

Q. What did Mr. Baty suggest that you tell her?

A. He had made no suggestion definitely at the time except that he would like to talk to Sylvia again.

Q. Then, you didn't call her for any purpose other than to say Mr. Baty would like to talk to her?

A. I don't know what Mr. Baty was going to tell her. Mr. Langsdale.

Q. You called there with the intention of talking to Sylvia Hull?

A. That is right.

Q. I don't understand just what you say you meant to tell her.

A. I don't say I meant to tell her anything except that Mr. Baty would like to talk with her again.

Q. Did you put down the telephone number that she gave you?

A. Yes, I did.

Q. Did she give you the name of the neighbor?

[fol. 2438] A. I don't recall whether she did or not.

Q. Did you get any answer over that telephone at all?

A. I did.

Q. Did you talk to some person over the telephone?

A. I did.

Q. Do you know whether it was a man or a woman?

A. I don't recall.

Q. Did you tell that person who you were?

A. I don't remember whether I did or not.

Q. Did you tell her you wanted to talk with Sylvia Hull? A. I did.

Q. What did this person tell you?

A. She left the phone and came back and said she wasn't at home.

Q. Did you leave any word with her for Sylvia Hull?

A. No, I did not.

Q. You say you called again. How much later?

A. I don't recall.

Q. Was it the following day, week, or two weeks?

A. I can't answer that. I don't know.

Q. Can you tell us any time within a month?

A. I would say it was within a month, yes.

Q. Was it after Sylvia went to Atlantic City?

A. I don't know when she went to Atlantic City accurately, so I can't answer your question.

[fol. 2439] Q. You [say] the newspaper publicity at that time? A. I did.

Q. Does that refresh your memory as to whether it was after she went to Atlantic City or before, that you called her? A. It doesn't help me a bit.

Q. What did you want to talk to her about the next time? A. The same reason, Mr. Langsdale.

Q. Just to tell her Mr. Baty wanted to talk to her?

A. Yes.

Q. Did you tell this man or woman, or whoever answered the phone that time—or did they answer the phone that time?

A. I can't tell you accurately, but I believe it was the same setup. They said she wasn't at home.

Q. They left the phone, came back and reported she wasn't at home? A. Yes.

Q. Did that happen more than twice?

A. I don't recall that I called more than twice.

[fol. 2440] By Mr. Langsdale:

Q. Mr. Baty not being there, who had the authority, if anyone, to send these girls back to work who refused to go back to work until Sylvia Hull should go home?

A. There wasn't anybody there who had the authority to make them do anything.

Q. No one but Mr. Baty?

A. No, only the power I was exercising at that time as strongly as I could.

Q. But you really didn't have any power? A. No.

Q. You stated in your testimony this morning that a little later you saw a group of girls in front of your office on the seventh floor and you asked them where they were going, and they said they were going down to the sixth floor to see Fern Sigler. A. I said that.

[fol. 2441] Q. And that you told them to go on back, and most of them did go on back, but a few of them went on?

A. That is right.

Q. [That] what they did was to go down there and stand and look at her, and then turned around and went right back? A. They did.

Q. Let me show you another affidavit that purports to be one signed by you on the 5th of November, 1937, and which was filed in the so-called three-judge proceedings, and asked you to read it and see whether or not that is your affidavit.

(The exhibit was accordingly handed to and read by the witness.)

A. That is right.

Q. In this affidavit you say:

"About 10 o'clock of the morning of April 23, 1937, I investigated a commotion in the hallway on the seventh floor and found that a group of operators whose place of employment was on the eighth floor were on the way to the sixth floor to visit Fern Sigler."

A. That is right.

Q. You further say: "I demanded that these girls return to their machines and work, advising them that it was after 8 o'clock and they had no right to disrupt the organization, to which they replied, "We will only be gone a few minutes." A. That is right.

[fol. 2442] Q. You further say: "I followed these girls to the sixth floor and witnessed their actions. At no time did any person touch Fern Sigler or her clothing. They requested in unison that she leave the building."

A. That is right.

Q. You made that affidavit? A. That is right.

Q. "These girls returned to their machines at the end of this limited conversation." Is that correct?

A. That is right.

Q. "The next time I saw Fern Sigler she entered the door of the nurses' office with Mr. Baty." Is that correct? A. That is correct.

Q. The portions I have read are all a part of an affidavit made and signed by you on November 5, 1937?

A. Yes, they are.

Q. You stated in answer to one of Mr. Ingraham's questions that never in your employment there had you been ordered to discriminate against any employee because of union affiliations. Is that correct?

A. That certainly is.

Q. And you meant by that to cover the time of the life of the N. R. A.?

A. Yes, I did.

Q. And you further stated, in answer to one of Mr. [fol. 2443] Ingraham's questions, that you never had inquired about the union affiliations of any employee?

A. That is right.

Q. And you meant to cover that same time by that answer?

A. Yes, sir.

Q. And you further stated, in answer to Mr. Ingraham's question, that you had never discharged or recommended for discharge any person because of union affiliations?

A. That is right.

Q. And you meant that answer to cover that same time?

A. Yes.

Q. Did you attend the meeting of April 27, 1937?

A. I did not.

Q. When did you first learn that there was to be a meeting?

A. I don't know that I knew there was to be a meeting, Mr. Langsdale.

Q. You just didn't know anything about it?

A. No, sir.

Q. At any time?

A. I might have known it when the meeting was over, I don't know.

Q. You didn't know there was any preparation for a meeting? A. No, I didn't.

Q. Do you know why the message didn't get around to you when it was being telephoned around the plant?

[fol. 2444] A. I am left out of a lot of invitations, Mr. Langsdale.

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Q. About the meeting of March 18, when did you first learn that there was to be such a meeting?

A. When I saw the girls going downstairs as an assembly and I had previously received a telephone call to the effect that there was a meeting for all employees, and I knew the time that it was, because these girls were going down there and they went past my desk.

Q. At what time did you receive that telephone call that there was to be a meeting of all employees?

A. Oh, I don't remember, Mr. Langsdale.

Q. Well, how much before the meeting, if you know?

A. I couldn't even tell you that.

Q. In the middle of the afternoon?

A. I should say it was.

Q. Did you consult with Mrs. Reed about it?

A. No.

Q. Do you know whether she was at the plant that afternoon? A. I did not, no.

Q. You became a member of the Nelly Don Loyalty League when it was first organized? A. Yes.

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[fol. 2455] HOBART F. ATHERTON,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. State your full name, please.

[fol. 2456] A. Hobart F. Atherton.

Q. Where are you employed, Mr. Atherton?

A. At the Donnelly Garment Company.

Q. How long have you been employed at the Donnelly Garment Company? A. Since November 9, 1933.

Q. In what capacity are you employed?

A. Employed in the maintenance department.

By Mr. Langsdale: Since 1933, did you say?

A. I have been employed at the company since November 9, 1933.

By Mr. Ingraham:

Q. Mr. Atherton, do you recall a newspaper article appearing in the Kansas City Times of February 26?

A. I don't remember.

Q. I will hand you Respondent's Exhibit 6, and ask you if you saw that article.

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A. Yes, I remember seeing that article.

By Mr. Ingraham:

Q. I will ask you to state whether or not there was a petition circulated by the employees after that article had appeared in the paper. A. There was.

.

[fol. 2457] By Mr. Ingraham:

Q. Well, did you read this article in the paper at the time? A. I did.

Q. Did you sign the petition that was circulated March 2d? A. I did.

Q. Did any officer of the company ask you to sign that petition? A. No.

Trial Examiner Batten: Well, now, Mr. Ingraham, do I understand that you intend to call a large number of individual employees?

Mr. Ingraham: Yes, your Honor.

Trial Examiner Batten: To testify?

Mr. Ingraham: Yes.

Trial Examiner Batten: Well, now, of course, I don't propose to have a large number called to testify to this point. You may call a reasonable number, and use your own judgment as to what is reasonable.

Mr. Ingraham: All right, your Honor.

Trial Examiner Batten: And make an offer of proof on the entire balance, if you want to, but I am not going to [fol. 2458] listen to all of them, but you use your own judgment as to what you think is a reasonable number, and at that time I think we can probably determine what will be done.

[fol. 2462] By Mr. Ingraham:

Q. Mr. Atherton, do you recall who it was that had the petition of March 2 when you signed it?

A. Mary Sprofera.

Q. In what department does she work?

A. The order filling department.

Q. Is she just a clerk in that department? A. Yes.

Q. Did she state whether or not the company or any of its officers were sending her around to obtain names to that petition?

A. She stated that she was doing it of her own accord.

Q. Did she make any threats about what would happen if you didn't sign it? A. She did not.

Q. What did she state?

A. To the best of my recollection, she said that the employees were signing this petition to [protect] against the [fol. 2463] things that had been said against the company and against its working conditions, and so on?

Q. Did she say you could sign it or could not sign it, just as you saw fit? A. That is right.

Q. Mr. Atherton, did you witness any violence at the Missouri, Gernés, or Gordon plants during the month of March, 1937?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

By Mr. Ingraham:

Q. Were you at a meeting of employees on March 18, 1937? A. Yes.

Q. Can you state approximately the time of day that meeting took place?

A. It was called between 4:30 and 5 o'clock.

Q. Will you just state briefly what took place at that meeting?

A. The meeting was opened by Rose Todd, who acted as chairman of the meeting. She gave a short talk and told the purpose of holding the meeting.

Q. In substance, what did she say?

A. That there had been so many requests from different employees, or inquiries as to what we were going to do, in view of the threats that had been coming to us by different methods, and that apparently all employees were [fol. 2464] anxious to do something, or to find out what they should do in case these threats materialized, and she thought it would be a good thing if we all got together and talked it over, and that was the purpose of the meeting.

Q. Did Mrs. Reed come down to the meeting?

A. Not until quite a good deal later in the meeting.

Q. What then next took place at the meeting?

A. There were several employees who made little talks at this meeting as to what their experience had been, some of them in other unions, and some of them what had been said to them by people who were then working in other garment plants.

Q. Were these employees operators?

A. Some of them were operators, and some of them worked in other departments. Most of them were operators.

Q. Did Mr. Baty make a talk?

A. Mr. Baty wasn't there.

Q. Did Mrs. Reeves make a talk?

A. Mrs. Reeves wasn't present at that meeting.

Q. Was Mr. Keyes at the meeting? A. He was not.

Q. Was Beulah Spilsbury at the meeting?

A. She was not.

Q. Please just state in substance, what Mrs. Reed said.

A. Well, the inquiries had been, what Mrs. Reed or the company was going to do in the way of giving the em-[fol. 2465] ployees protection, or as to what their order might be. Somebody from the floor suggested, see if Mrs. Reed was in the building and, if she was, have her come down and tell us what she was going to do. Someone was asked to ascertain whether she was in the building or not, and, if so, to have her come down to this meeting. So, it was found that she was in the building, and she was asked to come down and make this speech.

Q. Tell in substance what she said, as you remember it.

A. In substance, she said that it wasn't her purpose to compel her employees to join any organization against their will, and that she would see that they had all of the protection they could be provided, she didn't know what it might be. She said she would consult with her attorneys and see what could be done in the way of giving them protection, and she would also see if we could get police protection if necessary.

Q. Did you hear Mrs. Reed make the statement that the International Union was never going to come into the Donnelly plant? A. I did not.

Q. Or anything similar to that statement?

A. I did not.

Q. Did you hear Mrs. Reed say that Dubinsky or no other "ski" was going to tell her what to do?

A. I did not.

[fol. 2466] Q. Did you hear her say that the plant would be closed if the employees joined the International Union?

A. I did not hear her say so.

Q. Did you hear Mrs. Reed ask that the employees report to her any members among the employees of the International Union? A. No.

Q. After Mrs. Reed finished speaking, did she leave the meeting? A. She did.

Q. Did the company, its officers, or Mrs. Reed, have anything to do with the calling of that meeting?

A. They did not.

Q. Do you know how the meeting happened to be called? A. I do.

Q. Will you just state how it happened to be called?

A. As I previously stated, there had been so much discussion among the employees that a few of us had been talking about the thing quite seriously among ourselves. We decided it would be a good thing if we did have a general meeting of all the employees and allow each one to express his or her opinion, and on the previous evening Rose Todd and myself were talking about this and decided that it would be a good thing to call a meeting of all the employees. We did, the next day.

Mr. Langsdale: Is that the March 18th meeting?

[fol. 2467] Mr. Ingraham: March 18th.

By Mr. Ingraham:

Q. Did the employees take any action at that meeting?

A. They did not.

Q. Did the violence at the Missouri, Gernes and Gordon plants increase from that date on?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

By Mr. Ingraham:

Q. What next was done by the employees?

A. Do you mean at that meeting?

Q. No, I meant if you finished with that meeting, what occurred after the meeting, within the next week or 10 days?

A. Well, a number of the employees, including myself, continued a discussion of the things that occasioned that meeting, and decided that we wanted to see, ourselves, what could be done in the way of protecting our jobs, the right to work if we so desired, so that a few of us

took it upon ourselves to call on a firm of attorneys, to find out what we could do or what we would be entitled to do, what we could get in the way of protection.

Q. What firm of attorneys did you call upon?

A. We called on Gossett, Ellis, Dietrich & Tyler.

Q. Who did you talk to at that meeting?

Trial Examiner Batten: Who was in this group?

By Mr. Ingraham:

Q. Who was in this group?

[fol. 2468] A. The group that called upon the attorneys?

Q. Yes.

A. Rosé Todd, Sally Ormsby and myself.

Q. Well, was there a larger group who had conferred with you about calling on attorneys?

A. Not specifically. There was a larger group who had been talking things over from time to time.

Q. Well, who did you talk to at Gossett's office?

A. We first talked to Mr. Gossett. He took us in and introduced us to Mr. Tyler, and we then talked to Mr. Tyler.

Q. Now, will you just state what occurred at that meeting?

A. We told Mr. Tyler that we represented the employees of the Donnelly Garment Company; that we were desirous of knowing what we could do, or what could be done for us in the way of getting protection against such things as were occurring at the Missouri, Gordon and Gernes Brothers' plants.

By Mr. Ingraham:

Q. Just state, in substance, what was said.

[fol. 2469] A. Mr. Tyler asked us if we represented all the employees. We replied that we did, and he said well, he would soon find out whether we did or not, or words to that effect. He said that before he could give us any counsel, or advice, or do anything for us, he would have to have a substantial retainer fee. We told him that we could get it.

Q. Did he state any amount?

A. He named the sum of \$500.

Q. How soon did he want that?

A. He didn't say how soon. He said before he could do any work on it he would have to have that money.

Q. Was anything else said in reference to any legal action that might be taken?

A. Yes. We asked him if it was possible for us to secure an injunction against the International Ladies' Garment Workers' Union or any other outside organization who might interfere with us.

Q. Then after the meeting in Mr. Tyler's office, what next occurred?

A. We discussed ways and means of raising this money that had been asked as a retainer fee, and after some discussion on the subject, it was generally agreed between us that we could get it from the employees, but as Mr. Tyler had previously stated, he had to have this money before he could undertake to do any work for us, [fol. 2470] and we were very anxious to have him start immediately. Miss Todd said that she thought she could borrow the money, thought she knew where she could get it. I said if that was the case, for her to go ahead and get it, that we knew we could get it from the employees to repay it. So it was agreed that Miss Todd try to borrow the money.

Q. Do you know whether or not she did borrow the money? A. She did.

Q. Did you later raise money among the employees to repay that sum that Miss Todd borrowed? A. We did.

Q. How did you raise the money?

A. Sometime around the last of March, or the first part of April, we again called a meeting of the employees, at which time Miss Todd told them that Miss Ormsby and Miss Todd and myself had called on Mr. Gossett and Mr. Tyler, and that they had asked us for this retainer fee and it would be necessary to raise the money to pay this, and we asked the employees generally for a suggestion as to how they would like to raise it. Some suggested that we give a party or a dance, raise it by that method. Finally, some one got up in the meeting, Eva Lieberman, I believe,—I am not positive,—and made a motion from the floor that the employees contribute 50 cents apiece to raise this sum. That motion was put to the meeting and was carried unanimously.

[fol. 2471] Q. The money was raised in that fashion?

A. It was.

Q. Were you present at the plant on the morning of April 23, 1937? A. I was.

Q. I will ask you to state whether or not you saw this article that appeared in the Journal Post on the 22d of April, 1937?

(Thereupon, the article above referred to was handed by Mr. Ingraham to the witness.)

Trial Examiner Batten: That is Respondent's Exhibit 1?

Mr. Ingraham: Respondent's Exhibit 1.

A. Yes, I did.

By Mr. Ingraham:

Q. What effect did that article have on the employees of the Donnelly Garment Company?

[fol. 2472] A. As I came in the eighth floor, I saw a group of operators around one of the machines, and I asked somebody what was the matter, and they said that Sylvia Hull's machine—the girls were protesting about the article that appeared in the evening paper the evening before, stating that she was a delegate of the Donnelly workers to the convention in Atlantic City for the International Ladies' Garment Workers' Union.

[fol. 2473] By Mr. Ingraham:

Q. Did you see any violence?

A. I did not.

Q. Were you present at a meeting on April 27 of the employees of the company? A. I was.

Q. What was the reason for calling that meeting?

Mr. Langsdale: What meeting was that?

Mr. Ingraham: April 27.

A. Miss Todd, Miss Ormsby, and myself had had several conferences with Mr. Tyler, and after the Wagner Act have been declared constitutional we had another conference with Mr. Tyler, at which time he suggested to

us that it might be a good thing if we could organize our own independent union, and that if such were the case he would be much better enabled to get us the protection we needed, if we were an organized group rather than a group of individuals.

He stated that, under the Wagner Act, we had the right to self organization, and that he didn't think injunctive relief would give us the thing that we wanted. So, it was decided that we would call a meeting of the employees on the evening of April 27 and put this proposition before [then,] as to whether they wanted to organize an independent union or not.

Q. Did that meeting occur during working hours or after working hours?

[fol. 2474] A. After working hours.

Q. Who arranged for the meeting place? A. I did.

Q. Did you take the matter up with the Donnelly Garment Company? A. I did not.

Q. Did the Donnelly Garment Company at that time lease the second floor of the building, if you know?

A. So far as I know, they did not.

Q. Whom did you arrange with for the use of that floor? A. Mr. Appleby.

Q. Who is Mr. Appleby?

A. At that time Mr. Appleby was representative of Murray & Company, who had the management of the Corrigan Building.

Q. Did Mr. Appleby give you permission to use that space? A. He did.

Q. Will you very briefly state what occurred at that meeting?

A. The meeting was called to order by Rose Todd. She explained the purpose of holding the meeting and stated what Mr. Tyler had told her, Miss Ormsby and myself concerning the value of forming our own union, and asked that a motion be made to organize an independent plant union.

That motion was made, seconded and carried unanimously, that we organize an independent plant union.

[fol. 2475] Next was the naming of the organization. That was something that had been previously discussed

by Miss Ormsby, Miss Todd, and myself, and Mr. Tyler, in trying to arrive at a suitable name, and we offered the name of the Donnelly Garment Workers' Union. That was acceptable to the employees, and it was so moved and seconded and carried, that that be the name of the organization.

Miss Todd then introduced Mr. Tyler, who was present at that meeting and made a short talk to the employees.

Then, Miss Todd said that she would ask to be given the authority to appoint a committee of people to select nine people to be the executive committee of the union.

The motion was made that she appoint that committee. It was seconded and carried. She appointed this committee to select the nominees for the executive committee positions, and they retired from the room.

While they were gone from the room Mr. Tyler again spoke at the meeting and said that it was necessary that the organization have a set of bylaws, that he had prepared a set, which he would suggest that we adopt, and, if necessary, amend later, at our convenience.

Those bylaws were read. The motion was made that they be adopted, and it was carried.

The nominating committee then—At that time I believe some cards were passed out, or sometime during [fol. 2476] the meeting cards were passed out for the employees to sign if they wished to become members of the Donnelly Garment Workers' Union.

The nominating committee then returned to the room and stated that they had arrived at a group of people to be the executive committee, a group of names. Those names were read to the meeting.

An opportunity was then given for any other nominations from the floor. There were no other nominations, and this committee was voted upon and elected to be the executive committee of the Donnelly Garment Workers' Union.

Then, as I recall, Miss Todd asked if everybody had received a membership card and if they wished to sign

it. There were some in the back of the room who had not yet received cards. The cards were given to them, and they were told if they didn't want to sign those cards they didn't have to, or if anybody desired to think the matter over before they signed, they had the right to do so. And the cards were asked to be collected, those that had been signed, and they were collected by a group of boys who were acting as ushers at the meeting.

The meeting was then adjourned.

Q. Now, was the Nelly Don Loyalty League the predecessor of the Donnelly Garment Workers' Union?

A. In so far as it was in existence before the formation [fol. 2477] of the Donnelly Garment Workers' Union, yes.

Q. I mean to say, was the Nelly Don Loyalty League responsible in any way for the organization or formation of the Donnelly Garment Workers' Union?

A. It was not.

Q. Is the Nelly Don Loyalty League still in existence?

A. It is.

Q. Is that purely a social organization? A. It is.

Q. Do they pay dues in that organization?

A. They do not.

Q. Did any official of the Donnelly Garment Company or any person with supervisory authority ever talk to you about the organization of the Donnelly Garment Workers' Union? A. No.

Q. Did the company, to your knowledge, or any of its officials, in any way assist in the organization of the Donnelly Garment Workers' Union? A. They did not.

Q. Was Mr. Baty, Mrs. Reeves, Mr. Keyes, Mr. Green, Miss Spilsbury, or Mrs. Reed at the April 27 meeting?

A. They were not.

Q. Do you know of any meeting prior to that time called by Mrs. Reed where she talked to a group of operators in her office in regard to the formation of any union?

[fol. 2478] A. I do not.

Q. Now, what occurred after the organization of the Donnelly Garment Workers' Union with reference to the union seeking bargaining rights for the employees?

A. The executive committee of the union immediately got to work upon drafting a working agreement, or a contract, which we wanted to negotiate with the Donnelly Garment Company and the Donnelly Garment Sales Company.

After numerous conferences among ourselves, and with Mr. Tyler, we finally worked out a draft of what we wanted and asked the company officials for a meeting at which we wanted to present this contract to them.

Q. Did that meeting occur on or about May 27, 1937?

A. Yes.

Q. Who was present at that meeting?

A. Mrs. Reed, Mr. Ingraham, Mr. Baty and Mr. Keyes were present for the company, and the executive committee of the Donnelly Garment Workers' Union were present.

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[fol. 2479] By Mr. Ingraham:

Q. Mr. Atherton, will you just briefly state what occurred at that meeting?

A. Mr. Tyler, on behalf of the committee of the Donnelly Garment Workers' Union, presented this draft that we had prepared to the officials of the company and started to read it to them. He read several paragraphs, and there was quite a bit of discussion about different paragraphs of the contract between the officials of the company and the committee and Mr. Tyler.

After much discussion concerning these paragraphs or sections of the contract Mrs. Reed stated that she would like some time to think it over and asked that the committee return later in the day, namely at 2 o'clock that afternoon, for further negotiations.

[fol. 2480] Q. Was there a meeting later in the day?

A. There was.

Q. Were the same parties present?

A. They were.

Q. State what occurred at that later meeting.

A. The company had prepared a draft of this contract, certain things that they wanted in it, and so on. There was a great deal more discussion. I think one of the first things we discussed was the 40-hour week. The company objected to binding themselves to an agreement to limit the working week of the plant to 40 hours. The executive committee insisted that that be in the contract, that we did agree that we would work more than 40 hours, but for anything over 40 hours, we should be paid overtime.

Q. Was there any discussion as to what employees would be members of the union and covered by the contract?

A. There was.

Q. Will you state what occurred with reference to that matter?

A. The executive committee of the union insisted that all employees of the company, of both companies, the Donnelly Garment Company and the Donnelly Garment Sales Company, be members of the Donnelly Garment Workers' Union. The company objected to that. They couldn't see why it was necessary that the office employees or the salesmen or anyone except piece workers be members of the [fol. 2481] Donnelly Garment Workers' Union. The committee had a different idea. They felt that if we wanted to be the bargaining agent for the employees, that we wanted all employees to be members of the union.

Q. Was there any discussion about the minimum of \$15 per week?

A. Yes, there was.

Q. State what occurred with reference to that.

A. We asked that the minimum, demanded in this contract that a minimum of \$15 a week for any employee, beginner or otherwise, of the company, be \$15 a week. There were some employees at that time who were getting less than that, some of the basket boys, bundle boys, errand girls. The union felt that \$15 was a fair minimum to be paid these workers.

Q. Did the company object to binding itself for two years to any minimum?

A. They did. They stated they didn't think it was necessary that we have a written contract. We said that we wanted the written contract with them, and asked that it be made for a period of two years. They said they didn't want to bind themselves for any stated length of time, that

they couldn't tell what business conditions would be at the end of two years, and after much discussion pro and con, that was finally drafted into the final agreement.

Q. Was there any discussion in regard to the recognition [fol. 2482] of the union as the bargaining agent for all employees?

A. Yes, there was.

Q. At that time were all the employees of the Donnelly plant members of the Donnelly Garment Workers' Union?

A. To the best of my knowledge, they were. There may have been some who were out on sick leave that hadn't returned, or some salesmen who were on the road at that time, whom we had not been able, as yet, to take into membership.

Q. Well, what, if anything, was discussed in reference to the recognition of the Donnelly Garment Workers' Union?

A. We asked that the Donnelly Garment Workers' Union be recognized as the sole bargaining agent of all employees, on any matters pertaining to wages, hours, working conditions and any other thing that might be subject to discussion with the company.

Q. Did the company object to that provision?

A. There was some discussion on it as to whether we—they wanted to know whether we thought we were able to bargain for, for instance, the people on the road; the salesmen, the office employees, and so on. We stated that we thought we were.

Q. State whether or not Mrs. Reed objected to any recognition that would include anybody other than the factory workers.

A. She did object to anything that included others except [fol. 2483] piece workers.

Q. Piece workers?

A. Yes, sir.

Q. Was there any discussion in regard to instructors and floor girls being chosen from the ranks of the operators?

A. There was much discussion on that point. The committee of the union felt that in case of promotion, that the people who had been working in the plant should have preference to those positions. The company took the stand that they should have the right to fill those positions in any way they saw fit. We insisted that employees—previous employees, be given preference in any position where they

could be promoted from piece work job to a time worker's position.

Q. Was there any discussion with reference to the procedure in case an employee felt that he or she was unjustly treated in order to obtain any correction of that matter, that that employee would first seek action by the committee of the union?

A. There was. The committee of the union demanded that any grievances or complaints of any employee be brought to them so that they might take it up with the company.

Q. Did the company object to such a provision?

A. They did. They objected, said that they wanted any employee of the company to feel free to come to them with any complaint or grievance they might have, not have to go [fol. 2484] through somebody else. It was finally agreed, after much discussion, that the employee should have the privilege of taking it up either way, either with the committee of the union or with any official of the company, if they so desired, or with both, if they so desired.

Q. Was there any discussion about the meal period?

A. Yes.

Q. Just state what occurred with reference to that.

A. We demanded, in our contract, that meal period be not less than 30 minutes or more than 1 hour. The company objected to that because in some departments in times past, if the work was slack, the employees would be told to come back, take 2 hours for lunch, and return to work at 2 or 3 o'clock, or whatever time the company thought they might have work for them. This demand of ours limited the time which they could be kept out on their meal periods.

Q. Was there any discussion with reference to a closed shop?

A. There was.

Q. Will you just state what occurred with reference to that?

A. The union committee demanded that we have a closed shop. The company objected, saying that they had always had an open shop, employing anybody they saw fit to employ. They saw no reason why they should change. We reiterated our demand that we have the closed shop, because we were to be the bargaining agent for the em-

[fol. 2485] ployees and we didn't want any conflict among ourselves as to who was going to have the right to bargain for the employees, and if we were the only union or organization that come in there and have the right, we should represent all employees. For that reason we demanded a closed shop.

After much negotiation on it, the company finally agreed to give us a closed shop.

Q. Did you again argue that you had in your union all the employees?

A. We did.

Q. And that you represented every employee in the plant?

A. We did.

Mr. Langsdale: That discussion was the 27th of May meeting?

Mr. Ingraham: Yes.

By Mr. Ingraham:

Q. Now, what was the discussion in reference to layoffs?

A. The company demanded that they have the right to lay off employees when conditions so necessitated, due to slack seasons, emergency or to being no work, for other reasons such as being unable to obtain materials, and so on. The union recognized that, after some discussion, as a fair demand on their part, and so agreed to it.

Q. What occurred with reference to the provision that [fol. 2486] the general chairman should spend the necessary time in the affairs of the union and continue at his or her employment with the company at a proportionate rate of pay?

A. Well, it was necessary that the chairman of the union devote some portion of her time to the affairs of the union, inasmuch as we were just getting started. There was quite a number of things to look after and work out, but it wasn't necessary that she give her full time to it, and the committee of the union didn't feel like they wanted to pay her salary for full time. We couldn't afford it at the time, so we asked the company to make that provision in the contract, that they would employ her at her previous salary, and pay her for that time that she did not give to the union

affairs. The union would pay her for the time that she spent in union matters.

Q. Was it after much discussion finally agreed by the committee of the union that Miss Todd would spend her time that she gave to the union after working hours?

A. It was.

Q. Was there any discussion with reference to arbitration?

A. Yes. It was recognized by both parties that arbitration was the only fair means of settlement of any difficulties, and it was agreed that the union should name one arbitrator and the company name the other, and then there was quite a good deal of discussion as to who the [fol. 2487] third arbitrator should be. Both parties wanting the privilege of naming the third arbitrator. Finally, after a great deal of discussion, it was agreed upon that if the union and the company could not agree upon the third arbitrator, that the arbitrator should be named by the District Judge of the Federal Court.

[fol. 2488] By Mr. Ingraham:

Q. Mr. Atherton, was there any discussion on the part of the company and the members of the union that there would be any objection to any Federal Judge?

A. There was none.

Q. Do you know of any reason why your committee or why the company would object to any Federal Judge for the Western District?

Mr. Langsdale: I object to the question as calling for a conclusion of the witness.

Trial Examiner Batten: He may answer. I assume that they would have no objection to a district federal judge. I merely asked him the question, supposing they could not agree, what would happen? That was just a supposition.

A. There was no thought in the minds of any of the union committee that any federal judge would not be fair-minded in naming a third arbitrator, and for that reason they didn't object—

Trial Examiner Batten (Interrupting): Mr. Atherton, don't misunderstand me. I assume any federal judge would be acceptable to any of them. I merely asked you the question, what would happen if that should occur?

By Mr. Ingraham:

Q. Mr. Atherton, was there any discussion as to strikes, stoppages and lock-outs? **A.** There was.

Q. Will you state what occurred with reference to that?

[fol. 2489] A. We demanded that the company provide in this contract that there would be no stoppage of work or lock-out of its employees for any reason. And after much discussion on that, the company agreed to do so if the employees would agree not to strike or walk out.

Q. Was there any discussion with reference to the discharge of employees by the company? **A.** Yes.

Q. What occurred with reference to that?

A. The company maintained that they had the right to discharge any employee for any reason. The committee of the union objected to that and said that while they would grant that the company had the right to discharge employees for certain reasons, they stipulated that they should not be discharged because of membership in the Donnelly Garment Workers' Union or any work they might do in connection with performing their work in the Donnelly Garment Workers' Union.

Q. Did not the company insist that it did have the right to discharge for inefficiency or the nonperformance of work, and for any reason except the employees' affiliation with the Donnelly Garment Workers' Union?

A. They did.

Q. Was there a discussion with reference to vacations?

A. There was. The union committee felt that the piecework employees were entitled to paid vacations on the **[fol. 2490]** same basis as any time worker was.

Q. And was that provision finally agreed to?

A. It was, after much discussion. It has been the policy in the past that the company would give a week's vacation with pay to piecework employees. The union committee felt that after a certain period of service the piecework employees were entitled to two weeks' paid vacation, the same as the time workers.

Q. Was there in effect prior to the execution of this contract an arrangement whereby the company paid half of the premium on sick and accident insurance carried by the employees? A. There was.

Q. And that the company paid half of a group life insurance plan that was carried by the employees?

A. That is right.

Q. State whether or not representatives of the union wanted a provision guaranteeing that contribution on the part of the company in the contract.

A. We did. We demanded that that be incorporated in the contract, guaranteeing us those things would be continued for the duration of the contract.

Q. That also applied with reference to the maintenance of a hospital room and trained nurses?

A. It did.

[fol. 2491] Q. Was there a wage agreement entered into at a later time? A. There was.

Q. Will you state approximately when that contract was entered into?

A. It was about the 22d of June, 1937.

Q. Were there any negotiations with reference to that contract? A. There were.

Q. Will you just state what occurred?

A. The first thing they negotiated was the recognition by the company of five legal holidays, that the piece-work operators be paid for those holidays on the same basis as paid vacations. Theretofore the company had had the privilege of deducting holidays from the pay of the employees if they so desired.

Q. Prior to the meeting in regard to this contract between the company officials and the representatives of the union had the representatives of the union requested certain data and information regarding the wages from the company? A. They had.

Q. Had the representatives of the union drafted a proposal regarding wages?

A. We had, with Mr. Tyler's assistance.

Q. Do you recall whether or not that original draft provided that employees that worked on the eighth floor on what is called the Donnelly plant higher-priced garments would receive a certain minimum wage?

A. It was.

Q. Do you recall what the amount of that minimum wage was?

A. \$25.60, I believe, was the amount we had stipulated in our first draft for employees on the eighth floor, working on garments selling at \$45 a dozen and above.

Q. Were operators classified in the various groups in the contract? A. They were.

Q. Do you recall what group 1 operators were engaged in sewing?

A. Group 1 operators were engaged, or spent the major portion of their time working on garments selling at \$45 and above.

Q. Did this supplemental agreement provide for a different minimum than was provided for in the original contract? A. It did.

Q. What amount was this minimum?

A. That minimum is \$16.50.

Q. When was that proposal made to the representatives of the company?

A. In the first draft we proposed to the company that the minimum be \$16, stating we thought that that was a fair minimum, and after some discussion they agreed to that. And in another conference, before the final draft [fol. 2493] of the supplemental agreement, the committee, in discussing the agreement with Mr. Tyler, felt that maybe we could get more than a \$16 minimum, so we decided to ask for a \$16.50 minimum.

By Mr. Langsdale:

Q. More than what minimum?

A. The \$16 minimum which we had in our first draft of the supplemental agreement.

By Mr. Ingraham:

Q. Did the company ask for time to check their records? A. They did.

Q. I will hand you this supplemental agreement and ask you to state what other discussions took place with reference to this supplemental agreement.

A. This paragraph stating:

"All workers, whether paid by the piece or by the week, including office workers, shall be on the same basis in

regard to hours, vacations on pay, service in hospital rooms, privileges of sick and accident insurance, group life insurance, hospitalization, and any other services which may be offered by the employer and for which the employer pays all or any part of the cost."

That was the subject of quite a good deal of discussion.

Q. Can you state what occurred with reference to that?

A. The committee of the union maintained that in as much as all employees were members of the Donnelly Garment Workers' Union they should all be accorded the [fol. 2494] same privileges or treatment by the company, regardless of whether they worked in the office, designing room, or whether they worked on a machine, with regard to any benefits and privileges given by the company.

The company, after some objection, finally agreed to that.

Q. Was there considerable discussion with reference to the minimums contained in group 1?

A. Yes. The union, as I stated before, demanded that the operators on the eighth floor who were working on garments selling at \$45 a dozen and above be guaranteed a higher minimum than operators working on lower-priced garments.

At that time most of the work, if not all of the work on that priced garments was done on the eighth floor.

The company objected to paying all of those people a higher minimum. After much discussion and negotiations it was finally agreed that operators who worked on any floor who spent a portion of their time on garments selling at \$45 and up should be included in this group 1 operators, and that 40 percent of that group, at least 40 percent of that group, would be given a minimum of \$25.60 a week.

Q. Is it not a fact that the company contended that they could work the operators that are in the first classification of group 1 the entire year on the higher-priced garments and manufacture all of the garments of that class?

A. That is true.

[fol. 2495] Q. Was it the position of the union that they would prefer that the company distribute that work and not confine it to a certain group of operators the year around?

A. That was the position of the union committee.

Q. Were the other classifications that are contained in the contract based on similar grounds as the first group?

A. They were. Group 2 operators and group 3 operators were operators working on garments selling below \$45 a dozen.

Q. I had in mind the classification of other type of workers, as the hand ironers.

A. Yes, the same method was used in arriving at the establishment of minimum wages for hand ironers, for mechanics, folders—

Trial Examiner Batten: And pressers?

A. We have no pressers. The stipulation is in the contract, or mention is made of pressers, but we have no pressers. That was just to take care or provide for them in case we would have any pressers.

By Mr. Ingraham:

Q. Mr. Atherton, was this contract agreed to at the first conference between the company and the representatives of the union? A. It was not.

Q. Was it agreed to at a later time?

A. It was agreed to at a later date.

Q. To your knowledge, has the Donnelly Garment Company or the Donnelly Garment Sales Company ever contributed money or any other assistance to the Donnelly Garment Workers' Union? A. They have not.

[fol. 2497] Q. Have any officers of the company or any executives or persons with supervisory authority ever contributed directly or indirectly to the Donnelly Garment Workers' Union?

A. They have not.

[fol. 2498] By Mr. Ingraham:

Q. Mr. Atherton, has the Donnelly Garment Company or the Donnelly Garment Sales Company ever paid for

the use of any chairs for the Donnelly Garment Workers' Union? A. They have not.

By Mr. Ingraham:

Q. Well, according to your knowledge.

A. They have not.

Q. Have either of the companies ever paid for the use of a loud speaker, to your knowledge?

A. They have not.

Q. Have either of the companies ever paid for the use of the second floor to the Corrigan Realty Company prior to the date that the Donnelly Company rented that space?

Mr. Langsdale: It is assumed that all these questions include "to your knowledge"?

[fol. 2499] Mr. Ingraham: Yes.

A. They have not.

By Mr. Ingraham:

Q. Has the Donnelly Garment Workers' Union used the bulletin boards for union purposes at the factory?

A. They have not.

By Mr. Ingraham:

Q. Have you ever heard any official of the company, or any person with supervisory authority authorize the use of the telephones by members of the union for union purposes? A. I have not.

Q. Have you ever heard any official of the company, or person with supervisory authority, authorize bundle boys to carry messages for members of the union for union purposes? A. I have not.

Q. Have you ever heard any official of the company, or person with supervisory authority, authorize any member of the union to use typewriters, filing cabinets, for [fol. 2500] union purposes? A. I have not.

Q. Did you ever hear Mrs. Reed, Mr. Green, Mr. Keyes, Mr. Baty, [Mrs. Reed] or any other official of the company, or any person that had the authority to hire, discipline or discharge, say or suggest that an employee

would lose his or her job if they didn't join the Donnelly Garment Workers' Union? A. I did not.

Q. Did you ever hear any of those named persons make such statements that an employee would lose his or job if they joined the International Ladies' Garment Workers' Union? A. I did not.

Q. Did you ever hear any of those persons state that the company would not employ any person that belonged to the International Ladies' Garment Workers' Union?

A. No.

Cross-Examination.

By Mr. Tyler:

Q. Mr. Atherton, was the subject of disturbances at the Missouri, Gordon and Gernes plants before March 18, 1937, a subject of common discussion among the employees at the Donnelly Garment plant?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

[foh.2501] By Mr. Tyler:

Q. What was the state of mind of the employees of the Donnelly Garment Company in regard to conditions at the Missouri, Gordon and Gernes plants before March 18, 1937?

Mr. Leary: I object to that as being without a foundation, that this witness knows what the state of mind of the employees at the plant was; and immaterial, also.

Trial Examiner Batten: Well, I will sustain it on the ground it is immaterial.

Mr. Tyler: I offer to prove by this witness that the subject of the violence at the Missouri, Gordon and Gernes plants before March 18, 1937, was one of almost continual conversation by the employees of the Donnelly Garment Company plant, and the Donnelly Garment Sales Company, and that the condition of the employees' minds at that plant was one almost bordering on hysteria and continued to increase in intensity as the strikes went on at the Gordon, Gernes and Missouri plants, and that that was one of the main causes of their employing attorneys,

and later on was one of the impelling reasons for them to organize their own labor union.

Mr. Leary: I will object to the offer on the same grounds.

Trial Examiner Batten: The offer is refused.

Mr. Langsdale: The International Ladies' Garment [fol. 2502] Workers' Union objects to the offer upon the ground that it includes, a part of it, to permit this witness to pass upon the mental attitude of other employees, and he has shown no knowledge, laid no foundation to show that he is capable of passing on the mental attitude of those employees.

Mr. Tyler: The record shows that this witness was employed at the plant; that his duties caused him to circulate about the plant, and I submit that any employee in such circumstances is competent to tell what the subjects of discussion were which were uppermost, and what the general attitude of employees was.

Trial Examiner Batten: Well, of course, I assume—I don't know—I wasn't [here], but I assume that probably there was so much talk in the plant that it even interfered with production. In fact, I have never seen a case yet where two unions, or one union, is conducting an intensive organizational campaign that it doesn't affect production in the plant. I mean, it just goes without saying that it is a part of it. You can't separate it, so I don't suppose there is any argument but what in this plant and all the rest of the plants, if it was all material to this hearing, the production was reduced.

Now, my point on this is this: That if the respondent, or any of its officers formed this union or assisted in forming it, or after it was formed they sponsored it or in [fol. 2503] any way assisted it, even if you were to prove that all the 1,350 employees were ready to shoot the next International Ladies' Garment Workers' Union member which they met, it still wouldn't detract one ounce from the fact that the respondent had either formed, sponsored or dominated the union, and even though you were to definitely prove that and permit it on the record, if the Board hasn't proved that this union was either formed, sponsored or is now dominated by this company, the respondent is not guilty of an unfair labor practice, irrespective of what the employees do, because they can

do whatever they please, I mean, within reasonable limits, and I thought I ought to make that statement just in explanation of my ruling.

Mr. Tyler: If the Examiner please, I intend to make no point as to reduction of production by these difficulties. I do say that there is no more important fact, and no fact approaching in importance the fact of what caused the employees of this company to form their own union. The Board is claiming that it was domination or fear or bribery, or some such influence by the employer.

I submit that the employees asserting that they formed the [plant] of their own free will, will, in establishing that fact, have the right to refer to the causes which influenced them in making that choice, and undertake to show by this witness that one of the causes was not the employer [fol. 2504] domination, but was fear and dislike of what the International was doing in its campaign to organize garment workers in Kansas City.

I take it I have an exception to your Honor's ruling without—

Trial Examiner Batten: (interrupting) Well, of course, you have an automatic exception.

Mr. Stottle: And, Mr. Examiner, you will recall that Mr. Ingraham asked similar questions as to violence down at the Gordon and Gernes plant, and whether it increased, and your Honor sustained the objection to those questions. Our position also is that that would show a motive or a reason for the formation of this union, and would tend to show that it was not company domination.

Trial Examiner Batten: Well, you may have an objection and I will make the same ruling, Mr. Stottle.

Mr. Stottle: Mr. Ingraham didn't make an offer of proof. When he comes back, I will ask him if he desires to enter it, or let the question go.

Trial Examiner: Let him decide when he comes back, and I will determine it, and I would make the same ruling, and I would say the same to the respondent. It isn't a question of whether these people had a motive to organize the union. The only question is, did the respondent have anything to do with it, and if they didn't, they can have any motive they please.

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[fol. 2506] Mr. Shepard: Respondent makes the same offer of proof, and takes exception to your ruling.

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By Mr. Tyler:

Q. Mr. Atherton, I direct your attention to your testimony about the first time you and the other employees went to see attorneys. At the time of that visit had you been authorized or directed by the Loyalty League to go and see attorneys, or was it merely at the informal suggestion of a number of employees?

A. It was the suggestion of a number of employees as employees.

Q. Did any officer of the company, of the Donnelly Garment Company or the Donnelly Garment Sales Company, have anything to do with that previous discussion that led up to your going to see attorneys?

A. They did not.

Q. At that conference was anything discussed with the attorneys other than whom you represented, how the work was to be paid for, and whether you could get an injunction, and whether an injunction would do the work you wanted? A. That was all.

Q. Was the possibility of forming a labor union mentioned at all at any time in that meeting? A. It was not.

[fol. 2507] Q. What events brought about the formation of the Donnelly Garment Workers' Union, Mr. Atherton?

A. At a conference which we had with you, Mr. Tyler, some time after the 12th of April, at which time notice appears in the papers that the Wagner Act had been declared constitutional, you informed us that you thought if we would organize our own independent union you would be much better enabled to give us the protection we desired. To the best of my knowledge, it was the declaration of the constitutionality of the Wagner Act that was the most compelling motive in causing us to decide to organize our own union.

Q. Did the report in the paper of Sylvia Hull's purported planned trip to Atlantic City have anything to do with it? A. It did.

Q. Was there a hope or desire on the part of the employees that they might in some way better their conditions that had anything to do with the formation of the union? A. There was.

Q. When was the first time that the possible formation of a union was ever suggested, as nearly as you can fix it from your own memory?

A. Some time between the 12th of April, and I would say, the 20th of April.

Q. Have you in your direct testimony told all you can remember of what happened at the meeting of April 27, [fol. 2508] when the union was formed?

A. I think, in substance I have.

Q. Isn't it a fact that a number of people got up and asked questions or made inquiries during the course of that meeting? A. That is true.

Q. Can you remember at this time the names of any of those people?

Trial Examiner Batten: Do you have copies of those minutes of that meeting, here?

Mr. Tyler: If the Examiner please, it is not the contention of the intervener that those minutes cover everything that was said or done at that meeting.

Trial Examiner Batten: I understand that, Mr. Tyler. I just wondered if they were here?

(Thereupon the minutes referred to, Board's exhibits Nos. 8 and 9, were handed to the Examiner.)

Trial Examiner Batten: Go ahead, Mr. Tyler.

By Mr. Tyler:

Q. Did you ever know of anyone down there at the plant, any employee, complaining, either secretly, openly, or in any other way, about being coerced or that they didn't have a chance to express their true feelings at that meeting? A. I did not.

Q. Did you ever hear of any employee down there making that complaint about any meeting that the Donnelly [fol. 2509] Garment Workers' Union ever had?

A. No. It was the practice at all meetings which I attended that any member of the union was given the

privilege, and many times urged, to get up and say anything they wanted to say.

Q. Have you ever heard whoever was speaking at that meeting, whether it was Miss Todd, myself, or somebody else, urge those present to follow their own wishes in what they did and to pay no attention to what Mrs. Reed might want, or what Mr. Baty might want, or what Mr. Dubinsky might want, or what Mr. Perlstein might want? Have you ever heard that urged? A. I have.

Q. More than once? A. Many times.

Q. Have you ever heard anyone at any of those meetings urge the employees to do such and such a thing because Mrs. Reed wanted it done? A. I have not.

Q. Mr. Atherton, what, if anything, was done in preparation by the committee of the union for determining what wages they would ask in the wage agreement?

A. The company was asked to give certain data as to wages and salaries paid different classifications of employees. And those were furnished to us.

They were discussed at much length, living conditions, [fol. 2510] cost of living—By that I mean the cost of housing, food, clothing, and so on. All of those things were discussed between us as to arriving at what demands we would make in the way of minimum wages.

Q. Did you make any investigation of what wages were being paid in other garment plants in this locality?

A. We did, to a certain extent, inasmuch as we received information from individuals as to what they were getting, and we had been told what wages were being paid under the I. L. G. W. U. contracts in other shops in Kansas City.

Q. I believe you personally got a raise in wages since the contract was executed between the union and the company, did you not? A. I have.

Q. Did you ever have a raise in wages before the contract was executed? A. I have.

Q. Do you know of other persons who have gotten raises in wages since the contract was executed? A. Yes.

Q. Many of them?

A. I have heard of quite a good many.

Q. Do you know of employees or groups of employees who got raised by virtue of the agreements in that contract? A. I do.

[fol. 2511] Q. Just tell the Examiner what things the employees gained by virtue of that contract that they didn't have before the contract.

A. They were guaranteed a minimum wage, where theretofore there had never been any minimum guarantee in existence for the employees.

They gained the right of collective bargaining with their employer.

They gained the agreement of the company to continue in effect for the period of the contract the benefits of accident and health insurance, group life insurance, hospitalization, where before that time there was no guarantee that the company would continue that in operation. They had the privilege, if they so desired, of discontinuing it without any notice.

In the supplemental agreement they gained recognition of five holidays, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day—that all employees should be paid for those holidays, whereas, before that, the company had the privilege of deducting from their wages for time given for those holidays.

They gained the right to—the continuation of the right to use the main entrance to the building and the passenger elevator for their entrance and exit of the building, which they had had theretofore, but it wasn't guaranteed in any way.

[fol. 2512] Q. Were wages in any classification raised?

A. Wages were raised in the cutting department, spreading, in the dividing department; minimum wages were raised in all piece work departments. A great many operators were making as much or more than the minimum guarantee, but if the work was such that they couldn't make that they would be guaranteed that, anyway. A number of miscellaneous employees were guaranteed a minimum, which had never been established before, and all beginner operators, or apprentices, or beginner employees in any department of the company, were guaranteed a salary of \$16.50 a week. Also, the employees were guaranteed that a classification of beginners should not extend over a period of 12 consecutive weeks, whereas,

before, if the company so desired, they could continue an employee as an apprentice for an indefinite length of time.

The same benefits from increased minimums were accrued to the hand ironers, folders, as well as the operators, and the mechanical department.

The wages of some of the mechanics were raised. Mechanical helpers and apprentices were benefitted by a raise in salary, and, as I previously testified the operators or any other piece work employee would have the right to be promoted to any time work position which might be open, and employees were guaranteed overtime pay for all time in excess of 40 hours. Before, they did not have that guarantee.

[fol. 2513] Q. Was there any change about holidays?

A. Yes. I mentioned that.

Q. Was there any change about vacations?

A. Yes. The piece work employees were guaranteed a week's vacation after 6 months' service with pay and 2 weeks' after 2 years' service, with pay; whereas, heretofore, they had not been given the paid vacation, with the exception of some piece work operators who were given a week's paid vacation each year. They gained 2 weeks instead of 1.

Q. Well, Mr. Atherton, I want to direct your attention to the conference with Mrs. Reed at which the working agreement was signed. I believe you stated in your direct examination that the employees demanded that all employees of the companies be members of the union.

Isn't it a fact that what they demanded was that all employees under the rank of those having the right to hire, fire, discharge and discipline, only, be members of the union?

A. I did. When I said "employees", I meant any of those under the rank of those with authority to hire, fire or discipline.

Trial Examiner Batten: What was the date of that meeting?

Mr. Langsdale: May 27th.

Mr. Tyler: May 27th.

By Mr. Tyler:

Q. And at that meeting, is it not a fact that Mrs. [fol. 2514] Reed said "I want all my people to be free to come to me directly", and that a committee of the union, or some one for them, said "They have the right under the Wagner Act. All we want is that they shall also have the right to proceed with complaints through union representatives, if they choose."

Didn't that happen? A. That is right.

Q. You were a member of the first committee elected to represent the union, were you not, Mr. Atherton?

A. I was.

Q. And how long did you remain a member of that committee? A. One year.

Q. During the time of your service on that committee, did the committee handle any complaints of employees who wished some change made in their situation with the company? A. They did.

Q. About how many did it handle?

Mr. Langsdale: We have the record of it here, haven't we?

A. To the best of my recollection, there were probably several hundred complaints.

By Mr. Tyler:

Q. Can you remember any particular ones, yourself?

A. Yes.

[fol. 2515] Q. Name some of them?

A. One particular case that a complaint was made to me, personally, as a member of the committee, by an employee in the shipping department, as to pay for their overtime work. They had been taking time off for their overtime work in that department, and certain employees in that department wanted to be paid overtime for that work, instead of taking the time off. I was asked to [that] that up with the union committee, and get some settlement on the matter for them.

Q. What was done?

A. It was discussed in a meeting of the committee, and taken up with the management and settlement was finally made that certain employees in that department were to be paid overtime for their work when they did work overtime.

Q. Do you remember any other complaint?

A. There was another complaint that was brought by one of the operators who, incidentally, was a member of the union committee, as to piece work rates in her section.

Q. Any others?

A. There were other complaints from employees who wanted to be transferred from one department to the other.

Mr. Tyler: May I have the Board's list of exhibits, which was a list of complaints brought in by Miss Todd?

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[fol. 2516] By Mr. Tyler:

Q. I direct your attention to the Intervener's Exhibit 15-BB, and subsequent numbers, and ask you if that calls to your mind any other complaints you have not so far recalled.

A. This Exhibit 15-AA is the one I had in mind when I said that there were complaints of employees that wanted to transfer to another department. This is one concerning Mr. Stobb, in his request to be transferred to the cutting room. Also, Mr. James Van Camp, his request to be transferred to the cutting room.

Exhibit 15-X, recalls another one to my mind. Some employees, I can't recall their names, were objecting because they had not been given the vacations with pay as stipulated in the contract, because of poor attendance record. In our contract, we stipulated that those with irregular attendance records should be given this 2 weeks' vacation with pay. These employees were complaining that they came under that classification.

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[fol. 2517] Trial Examiner Batten: Well, of course, I don't see any particular value to just rehearsing these that are in writing.

Mr. Tyler: Well, I haven't asked him to mention any unless he actually remembers them.

A. I remember this request of Morton Griggs, to be placed on the permanent employees' list. That was taken up with the management and settled satisfactorily.

I would like to state, Mr. Tyler, that there were a great many complaints presented to the union, presented directly to Miss Todd, as chairman of the union, it having been previously agreed by the members of the executive committee of the union that Miss Todd could so handle these complaints, if she saw fit, without taking them up with other members of the executive committee. So a great many of the complaints were handled by her as chair- [fol. 2518] man of the executive committee of the union.

By Mr. Tyler: Do you know whether there were complaints handled by the committee verbally, without any written record being made of them at all?

A. There were a great many of them.

Q. Mr. Atherton, do the cafeteria employees belong to the union? A. They do.

Q. Why?

A. At the meeting of April 27th, 1937, the employees of the cafeteria were present, and —

By Mr. Langsdale:

Q. Did you stay at that meeting?

A. Yes, and got up and asked, after the union was organized, if they could become members of the Donnelly Garment Workers' Union, stating that while they were not employees of the Donnelly Garment Company, or the Donnelly Garment Sales Company, they felt that if there were no Donnelly Garment Company or Donnelly Garment Sales Company they would have no positions, or a job, and if there were no objections on the part of the members of the Donnelly Garment Workers' Union, they would like to join that union.

By Mr. Tyler:

Q. Do the elevator boys that operate the elevators in the building belong to the union?

A. They do not.

Q. How often does the union hold meetings, Mr. Atherton?

[fol. 2519] A. They have a regular meeting once a month.

Q. Well, do they hold meetings that often?

A. They do.

Q. About how often did the committee of chairmen meet while you were a member of it?

A. At least twice a month.

Q. Is the Nelly Don Loyalty League still in existence, Mr. Atherton? A. It is.

Q. Do you know of any connection between it and the Donnelly Garment Workers' Union? A. I do not.

Q. Do you remember any discussion of the committee of [chairman] as to whether it would sufficiently protect the interests of the employees to have Rose Todd check on the fixing of piece work prices? A. I do.

Q. What was the conclusion reached on that subject?

A. Inasmuch as Miss Todd had formerly worked in the pricing department, and was familiar with how those piece work rates were arrived at, and as she had been a former operator, familiar with the sewing section, with the work of the operators, we felt that the interest of the members of the union and of the committee would be satisfactorily served to allow her to check those rates.

[fol. 2520] Q. In taking part in the formation of this union personally, were you influenced by any fear or coercion or pressure brought by the management or any representative of the management of either company?



A. I was not.

Q. Whose interests did you represent when you were a member of the committee?

A. I represented the members of the Donnelly Garment Workers' Union.

Q. Did you ever see Mrs. Reed or Mr. Baty or Mrs. Reeves or Mrs. Hyde, Mr. Keyes, or Mrs. Spillsbury, or any officers of either company present at any meeting of the Donnelly Garment Workers' Union?

A. I never saw them at any meeting.

Q. Or at any meeting of the committee of [chairman] of the Donnelly Garment Workers' Union?

A. I did not.

Q. Do you know of occasions when employees would go to meetings after working hours wearing their work aprons and then after the close of the meeting go back and change their aprons?

A. I do. I saw them at meetings in their aprons after working hours.

Q. Can you estimate the amount of delay it would take to get them to a meeting after work hours if all of them [fol. 2521] changed their work aprons to their street clothes? A. Oh, anywhere from 15 minutes to an hour.

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[fol. 2523] Q. Was there any particular incident that you know of that brought about the visit of the employees to Chief Higgins of the police force?

A. Yes; the rumored threats that we would be next on the list—

Trial Examiner Batten: Now, just a moment. I think that is covered entirely by the offer of proof that I have asked for, Mr. Tyler.

Mr. Tyler: Very well.

Trial Examiner Batten: I mean, in those paragraphs which Mr. Langsdale has asked to have stricken, as I recall it, those matters are covered.

Mr. Tyler: Your Honor rules this witness cannot testify as to the visit of the employees to Chief Higgins and what it was for?

• Trial Examiner Batten: I have merely said, when I receive those offers of proof, which includes this matter, I will then determine how much, if any, of that we will take [fol. 2524] testimony upon. —

Mr. Tyler: Very well.

Mr. Langsdale: The record shows that that visit was about April 2.

Trial Examiner Batten: The record doesn't need to show anything about it until I get the offer of proof.

Mr. Langsdale: The point is, I want to put in an objection —

Trial Examiner Batten (Interrupting): The record doesn't need to show that now, because I have asked Mr. Tyler not to go into that until I get the offer of proof. The offer of proof will show it all.

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[fol. 2525] Q. Do you have any knowledge of any officer of either company, or representative of the management of either company, instructing or hinting to an employee that he or she had better join the Donnelly Garment Workers' Union?

A. No.

Q. Do you have any knowledge of any such person contributing support to the Donnelly Garment Workers' Union in any way or at any time?

A. I have not.

[fol. 2526] By Mr. Tyler:

Q. Was there a meeting about the last of March or the first of April for the purpose of raising money to pay the legal expenses with respect to advice and investigations that were brought up?

A. There was.

Q. Did you attend it?

A. I did.

Q. About what was the date of it, as near as you can fix it?

A. It was between the 27th of March and the 5th of April.

Q. Where was it held?

A. On the second floor of the Corrigan Building.

Q. Who arranged for that meeting, for the use of the space? Do you know?

A. I did.

Q. In what manner?

A. I asked Mr. Appleby, who was superintendent of the Corrigan Building for Murray & Company, if we might use that floor that evening for a meeting of the employees.

Q. Tell us everything you remember that happened at that meeting.

A. Miss Todd opened the meeting and told the employees that we had consulted attorneys to see what could be done in the way of getting relief and protection for the employees.

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By Trial Examiner Batten:

Q. Tell us what occurred at that meeting, Mr. Atherton.

A. Miss Todd told the employees the purpose of the meeting, that we had called on attorneys and asked them [fol. 2528] to represent us and that they had demanded the retainer fee before they could do anything, and that we had assured them that that retainer fee would be paid; that we had paid it, borrowed the money to pay it, and that we had to repay that loan.

She then asked me to talk to that gathering. As near as I can recall, I stated the amount of the retainer fee, \$500, and asked for suggestions from the meeting as to how we could raise the money to get this \$500.

Different persons suggested one plan and another, and finally one plan of donation was suggested, which was put in the form of a motion, and was carried, that each employee donate 50 cents toward repaying this \$500.

I recall I made some further remarks that I thought 50 cents was a very small contribution to ask from any of them; that, if necessary, each employee should be willing to contribute as much as \$50; that to me, personally, it was worth that much.

After the motion was carried that each employee would donate 50 cents there were some further general remarks, and the meeting was adjourned.

Mr. Tyler: Were contributions under that plan made on that day or during the days following from time to time?

A. Some of them were made that day. It was stated that they could be paid that day or the next pay day that the employees had, and that provision would be made for [fol. 2529] a place to pay their contributions.

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By Mr. Leary:

Q. At the March 18 meeting who read the letter that the union had sent to Mrs. Reed?

A. I don't recall definitely who read that letter. Mrs. Reed gave it to someone and asked them to read it.

Q. Do you know whether she gave it to you or not?

A. She did not.

Q. You haven't any idea whom she gave it to?

A. No. There were a number of people in the front of the room at that meeting, and it was handed to someone who was close to where she was standing and she asked them to read it.

Q. On what floor or in what department was Mary Sprofera employed?

A. She was employed in the order filling department on the fourth floor.

Q. Where is the maintenance department?

A. The maintenance department has no specific location.

Q. Don't you have headquarters?

A. No.

Q. Where is your locker?

A. On the first floor.

Q. Where do you keep your tools?

[fol. 2530] A. In my locker.

Q. Where is this call-board for repair work?

A. On the eighth floor.

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Q. Who is it that tells you what work to do?

A. Mr. Baty.

Q. He gives you all of your instructions?

A. He does.

[fol. 2531] Q. What kind of work do you do in the maintenance department?

A. I do some of the actual maintenance myself, and I am clerk of that department.

Q. Where do you perform your duties as clerk?

A. Wherever I may be. I have no desk or specific location in the plant. I am on all floors of the plant at some time each day.

Q. You do not have any work bench at all?

A. We have a work bench on the first floor where we do sawing, planing, or anything of that type.

Q. Where was it in April, 1937?

A. On the eighth floor.

Q. Where was it in February, 1935?

A. On the eighth floor.

Q. Did you designate those as the maintenance department headquarters?

A. In those years, yes.

Q. Now, since you have moved it down on the first floor, you do not mention it as the maintenance headquarters; is that it?

A. No.

Q. Do you know the reason for such a change?

A. No, except if I was busy in some other part of the building I couldn't be on the eighth floor, so my instructions are sent to me by telephone and by notice wherever I [fol. 2532] may be or at whatever work I may be doing anywhere in the building.

Q. When did you first go to work in the maintenance department?

A. When I started in the employ of the company.

Q. I asked you, when?

A. November 9, 1933.

Q. Who was in charge of the maintenance department then?

A. Mrs. Reeves.

Q. Was anyone else in charge of it?

A. No.

Q. You had no head mechanic, or supervising mechanic, as you might call him?

A. None that I ever knew of.

Q. Did Mrs. Reeves give you all of your instructions as a maintenance man while she was still production manager and before she was replaced by Mr. Baty?

A. Specific instructions, yes. On general maintenance, any employee of the plant could turn in a request for certain things to be done of any minor nature that came through the call-board that was caged on the eighth floor and turned over to anybody in the maintenance department to take care of.

Q. Isn't it true, Mr. Witness, there are occasions when some problem arises in the maintenance department that requires the assistance of someone who is perhaps better qualified than the average maintenance man or mechanic [fol. 2533] to solve the problem?

A. If that is so those are taken up with Mr. Baty.

Q. Is it your answer that such occasions do arise?

A. They probably do. If so, he gives me instructions on it.

Q. Isn't the work in the maintenance department of a technical nature?

A. Not necessarily.

By Trial Examiner Batten:

Q. Just what does the maintenance department cover, Mr. Atherton?

A. Minor repairs, remodeling, and moving of departments or objects in the building occupied by the Donnelly Garment Company.

Q. All of the maintenance of the equipment, machinery; is that it?

A. Not of sewing machines. That is taken care of by the mechanical department.

Q. Then, the maintenance department is separate from the mechanical department; is that it?

A. It is.

Q. Does the maintenance department have to do with the upkeep of the building?

A. It does.

Q. Like the janitors?

A. No, we don't have anything to do with the janitors.

Q. That is a separate section; is that it?

[fol. 2534] A. That is right.

By Mr. Leary:

Q. Do you have carpenters, plumbers, [millrights], and so forth, in your department?

A. We have carpenters and electricians and laborers.

Q. How many are in the maintenance department now?

A. It varies. At this time I would say there are about five.

Q. Who are they? A. You want their names?

Q. Yes. A. Ben Charde—

Q. What does he do.

A. Electrician. Lynn Owen, carpenter. Joe DeCavelle, laborer. Roy Broman, painter, Robert Siney, laborer. William Guerant, laborer.

That is all I know of at the present time.

[fol. 2535] By Mr. Leary:

Q. What are your duties as clerk of the maintenance department?

A. To transmit instructions to members of the maintenance department, and to, if necessary, show them how to do any particular work.

Q. Well, are you qualified as a general maintenance man, as a painter, a carpenter, and so forth, and electrician?

A. My employer thinks so, I guess, or I wouldn't be doing it.

Q. Well, I asked you if you are.

A. I think I am, the work that is necessary.

Q. Did you have those qualifications when you came to work with the company in November, 1933?

A. I had some of them.

Q. Now, is it your testimony that Mr. Baty gives all the instructions to the maintenance department, to you?

A. Not always.

Q. Well, would you say he gives most of the instructions to you?

A. If an employee should ask Mr. Baty to have something done in their department, Mr. Baty might O. K. a slip and hand it to them, and they would bring that slip to me, or to some other member of the maintenance department, and give it to us.

Mr. Leary: Read the question, please.

By Mr. Leary:

Q. Would you say he gives most of the instructions to you?

A. In so far as I know.

Q. And it is the exception, rather than the rule, when he gives them to any other person in the department than yourself?

A. No. That happens quite often.

Q. Yes, but I say, it is the exception rather than the rule?

A. Well, I don't know that I know what you mean by "rule". If that was in any order that was supposed to be in existence, no.

Q. Well, what records do you keep, as clerk of the maintenance department?

A. I keep a memorandum notebook of the work that is to be done, and when the work is finished, I check it off.

Q. How do you know when the work is finished?

A. By going to see whether it is or not.

Q. Mr. Baty doesn't tell you, does he?

A. Not always.

Q. You tell Mr. Baty, as a matter of fact, when the work is finished, do you not?

A. Not always. If there is any doubt in my mind, I ask Mr. Baty to come and look at it.

[fol. 2537] Q. What is the purpose of your keeping the notebook?

A. So that I will know when we have completed the work which we have been asked to do.

Q. Why is it necessary for you to know that?

A. Well, I don't claim to be able to remember everything that I am asked to do. I have to keep a memorandum of it because sometimes we have numerous requests at the same time, or about the same time, for certain things to be done, and to be sure that I don't forget them, I write them down in my notebook.

Q. The point is, that when you are asked to do anything, you are held responsible for having that work done, are you not?

A. As much as any employee is when they are designated any work to be done.

Mr. Leary: Read the question, please.

(Whereupon, the last question was read by the reporter:)

By Mr. Leary:

Q. Now, is that the true situation?

A. No, unless I am asked personally to do the work, I am not held responsible for it.

Q. Do you keep any other work records of that department? A. I do not.

Q. What portion of your time do you spend keeping those records?

A. Whatever time is necessary to write them down.

[fol. 2538] Q. I asked you what portion of your time you spend.

A. Well, I couldn't say. It would all depend on what I have been given to do.

Q. Well, considering all contingencies, what portion do you spend?

A. As previously stated, I cannot tell you definitely. Whatever time is necessary to write down the memoranda.

Q. Would you say you spend half of your time over a period of a month doing that?

A. Certainly not.

Q. Would you say a quarter of the time? A. No.

Q. What amount would you say?

A. Just a very small time; just long enough to write down a note.

Q. Then when you are not doing that, namely, keeping records what do you do?

A. I work in the maintenance work.

Q. What is your particular line?

A. Whatever is necessary to be done, I work on.

Q. Well, are you primarily a carpenter or an electrician, or what? A. I am not.

Q. Are you primarily anything?

A. I assist any of the fellows in the maintenance department that need any help on anything. If it is necessary to move a bin, I help them move it, if they need help or anything of that kind.

Q. Well, you are not in the same category as an apprentice helper is to these electricians and carpenters, are you? A. No, I wouldn't say so.

Q. What is your wage there? A. Beg pardon?

Q. What is your wage? A. \$40 a week.

Q. What is the wage of the electricians?

A. I don't know.

Q. What is the wage of the carpenters?

A. I don't know.

Q. What is the wage of the laborers in the department? A. I don't know.

Q. Do you know the wages of any persons in the department?

A. In the maintenance department?

Q. Yes. A. I do not.

Q. Have you ever known their wages?

A. I have not.

Q. Why was it that you testified in response to a question on direct examination that you knew of raises that were obtained for persons in the maintenance department?

[fol. 2540] A. I don't believe I so testified.

Q. Where were you when Mary Sprofera asked you to sign this March 2, 1937, petition?

A. I believe I was on the eighth floor.

Q. What were you doing up there?

A. Pursuing my daily work.

Q. Did Mary Sprofera have any business in the maintenance department on the eighth floor?

A. She might have.

Q. Did she on this occasion? A. I don't know.

Q. How do you know that the company had nothing to do with calling the meeting of March 18th?

A. Because I was partly responsible for that meeting being called.

Q. Do you know who was entirely responsible?

A. Miss Todd and myself were entirely responsible.

Q. You are positive on that? A. Absolutely.

Q. To whom, besides Miss Todd, had you spoken concerning this March 18th meeting prior to the time it was held?

A. I don't recall anybody, concerning the actual holding of the meeting.

Q. Well, had you talked to persons other than Miss Todd about related matters prior to the meeting?

[fol. 2541] A. It was a matter of general discussion among all the employees of the plant.

Q. Did you attend any meeting the night before?

A. Miss Todd and I had a meeting the night before.

Q. Who was present at the meeting?

A. Miss Todd and myself.

Q. Where was that meeting held?

A. At her—it was held at her apartment.

Q. No one else was present? A. There were not.

Q. Was it then that you decided to hold the March 18th meeting? A. That is right.

Q. How was notice given to the employees that such a meeting would be held?

A. I didn't give the notice of the meeting. Miss Todd said she would take care of that. As to what manner she handled it, all I know is a matter of hearsay, or testimony that I have heard.

Q. You haven't any idea how the people were advised of that meeting?

A. Well, I understand they were advised by telephone.

Q. For the March 18th meeting, too? A. Yes.

Q. Are you confusing that with April 27th meeting? [fol. 2542] A. I am not.

[fol. 2543] Q. What was the basis of the statement that you, Todd and Ormsby made to Tyler that you represented all the employees?

A. It was a matter of which we took the responsibility ourselves for so doing.

Q. You were self-appointed ambassadors of all employees; is that it?

A. That is right.

Q. And you felt qualified to bind the employees about this certain loan that was made?

A. I had nothing to do with making any loan.

Q. Now, was the situation this, as of the time you concluded your first conference with Tyler, namely, that he had demanded \$500 before he opened a book or gave

any opinion and that Miss Todd said she could get the \$500. Is that it? A. That is right.

Q. Now, did the committee make any—strike that. Did the committee have any conversation as to how Miss Todd should proceed to get the loan?

A. Not so far as I know.

Q. Did Miss Todd ever mention the subject to you after the time you left the law office?

A. Until when?

Q. Until at this minute.

[fol. 2544] A. Yes, she told me after she negotiated the loan.

Q. Between the time you left the law office and until the time she notified you that she had negotiated the loan, did she ever mention the subject to you at all?

A. She did not.

Q. Did she tell you, at any time, how she was going to get the money? A. No.

Q. While you were in the law office, did she ask your opinion as to how she could get it?

A. She did not.

Q. Now, in your own words, what was the decision of the three committeemen as to the next step to be taken when you left the law office?

A. It was to notify the employees as to what steps we had taken, and as to what was necessary in the way of raising the money.

Q. Well, I want you to go into detail on that, Mr. Witness. You were to notify them what had taken place?

A. That we had called on attorneys and had asked them to represent us.

Q. And that you had made what decision?

A. That they had asked for a retainer's fee.

Q. Of how much?

A. \$500, and that we would ask the employees as to [fol. 2545] how they wanted to raise this \$500.

Q. Is that all?

A. Substantially. All that I can remember right now.

Q. Do you know, then, what the other \$500 was borrowed for?

A. I do not, except there hadn't been any sum talked of except the \$500. I didn't know what sum we borrowed until after I was told.

Q. You had not obligated yourself to pay any other lawyers any money, had you? A. We had not.

Q. Your entire transactions involved Mr. Tyler alone, isn't that correct? A. That is right.

Q. And the total figure was \$500?

A. That is the amount he named.

Q. You had no other contemplated expenses at the time the loan was made, had you?

A. Except that we knew that if we did have a meeting of employees we would be out for chair rental and whatever other incidental expenses there were to that meeting.

Q. Now, the chairs rented for about \$12 a meeting, didn't they?

A. It depended on how many chairs.

Q. Well, I want to know what you contemplated doing with the other \$500, other than the amount that you expected to pay for chair rentals.

A. I said I didn't know anything about the other \$500 until after it had been borrowed.

Q. Did you rent chairs for this meeting that you mentioned? A. We did.

Q. From whom did you rent them?

A. The Kansas City Chair Company.

Q. Did you order those chairs? A. I did not.

Q. Who did?

A. As far as I know, Miss Todd ordered them.

Q. Well, you are clear, are you not, on the meeting I am talking about?

A. I am, the March 18th meeting.

Q. No, I am talking about the meeting between March 27th and April 5th.

A. The meeting in which the contribution was taken up? Yes, there were no chairs ordered for that meeting. The employees stood up at that meeting.

Trial Examiner Batten: You haven't been talking all the time about this—

The Witness (interrupting): I understand he was talking about the March 18th meeting.

Trial Examiner Batten: Have you?

Mr. Leary: Pardon?

[fol. 2547] Trial Examiner Batten: You haven't been talking all the time about this meeting between the end of March and the 5th of April, have you?

Mr. Leary: Well, I certainly have, and I believe the witness' answers in the record will reflect that we were talking about the extra \$500, and what they contemplated doing with it.

Trial Examiner Batten: Yes.

Mr. Leary: I think the record bears my point.

Trial Examiner Batten: What I am talking about is, you have talked about meetings in several questions for the last several minutes, 10 minutes, maybe. Now, when did you change from the meeting of the 18th to this other meeting?

Mr. Leary: Well, I have been going along in chronological order, and when I left the March 18th meeting and then took up the conversation with Mr. Tyler, I thereafter referred to the next meeting, which he alleges took place—

Trial Examiner Batten (interrupting): Well, it may show that in the record, but I certainly didn't get it.

By Mr. Leary:

Q. What, exactly, did Miss Todd say at this meeting between March 27th and April 5th concerning the loan?

A. To me?

Q. No, to the employees at the meeting?

A. I don't know that she said anything to them.

[fol. 2548] Q. Wasn't the purpose of the meeting to explain to the employees the \$500 that Mr. Tyler had discussed with you? A. That is right.

Q. And also the loan from the bank?

A. There was nothing said to the employees about any loan from the bank.

Q. What did Miss Todd say at the meeting?

A. I couldn't give you her exact words now.

Q. I am not asking you for the exact words. I want to know substantially what she said at that meeting.

A. She told the employees that we three had consulted attorneys; that they asked us if we represented the employees, and we told them we did, and he said he would have to have a substantial retainer fee in the amount of \$500 before he could undertake any work for us, and that it was necessary for us, as employees, to—we wanted them to represent us, to raise this retainer fee of \$500.

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[fol. 2552] Trial Examiner Batten: Now, on the matter of Board's Exhibit 1-III, which is the objection and motion of the respondent and the intervener to the Board's offer, which is marked "Board's Exhibit 80", the objections are overruled and the motion to strike is denied, which means, Mr. Leary, that the NRA testimony which was in the offer will be accepted, and you will have one witness ready for presentation of her testimony, strictly limited to the point in your offer.

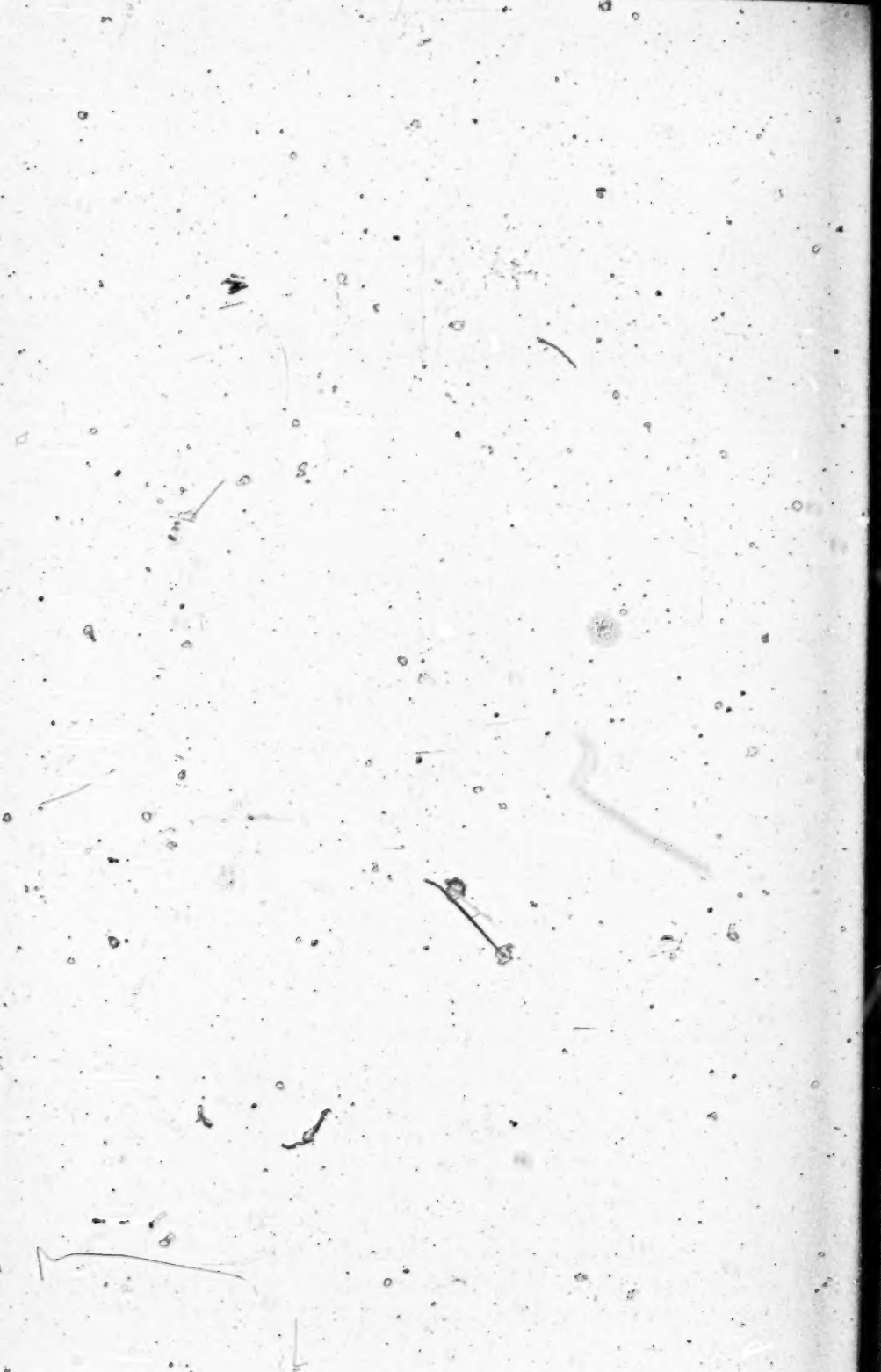
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[fol. 2555] By Mr. Leary:

Q. What was it that Rose Todd told at this meeting which took place some time between March 27 and April 5?

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A. She told the meeting of employees that Miss Ormsby, Miss Todd and myself had consulted the firm of attorneys of Gossett, Ellis, Dietrich and Tyler, and had asked them as to what we might be able to do in the way of getting protection; that it would be possible for us to get an injunction, and that Mr. Tyler had asked us if we represented all the employees, and we had told him that we did, and



he said well, if we didn't he would soon find out, and that if he undertook the work, it would be necessary that he have a retainer fee of \$500.

Miss Todd asked the meeting for suggestions as to how to raise that \$500. There were numerous plans offered. Finally, a motion was made from the floor that all employees donate 50 cents a piece.

Q. Who made that motion?

A. Eva Lieberman. That motion was seconded and carried.

Q. Do you remember anything else that was said or [fol. 2556] done at the meeting?

A. I don't recall anything else that she said, except that she told the meeting that I would like to make a few remarks about this donation.

Q. What did you say?

A. Well, I told the employees that I thought 50 cents apiece was a very reasonable sum for each of us to donate, for the purpose for which we wanted to use it in getting protection for ourselves, and protecting our jobs, and our right to go to and from work without molestation; that it would be worth \$50 apiece to each of us.

Q. And who was designated to collect the money?

A. That, I do not know.

Q. Haven't you any idea what system was followed?

A. To the best of my recollection, different employees throughout the building were asked to collect the donation.

Q. Was that collecting done?

A. So far as I know. Some of the donations were paid after that meeting that evening.

Q. Who collected them then?

A. That, I don't know.

Q. Do you know to whom the money was turned over to?

A. The money was turned over to Miss Hartman after collections.

Q. Who collected the contribution from yourself?

[fol. 2557] A. I paid it to Kenneth Peck.

Q. Who was he?

A. He was in the mechanical department.

Q. And do you know how much money was collected at that time, approximately?

A. Approximately \$575.

Q. And was that money paid Mr. Tyler?

A. \$500 was paid Mr. Tyler.

Q. Out of that \$575; is that it?

A. Mr. Tyler had been paid \$500 from this loan, and this \$500 that was taken up by donation, some of it wasn't paid, I understand, until the employees' next pay day, which may have been a week for some of them and two weeks for some of them, and at the time the entire amount was collected, that was repaid at the bank, the \$500.

Q. Well, isn't it true, Mr. Witness, that your committee first went to see Mr. Tyler for the purpose of sounding out the possibilities of obtaining an injunction and to secure protection for yourselves?

A. Miss Ormsby, Miss Todd and myself consulted Mr. Tyler as to the possibility of getting an injunction, or as to what else we could do in the way of gaining protection.

Q. And Mr. Tyler, at some occasion before the April 27th meeting, told you that the matter of obtaining an injunction and of securing protection could be handled easier [fol. 2538] if the employees were grouped together in an organization; isn't that true?

A. That is true.

Q. And it was in furtherance of that idea of the injunction protection that the Donnelly Garment Workers' Union was formed; is that it?

A. That was partly the reason.

Q. Well, that was the reason Mr. Tyler gave you, wasn't it?

A. The reason he gave us was that we were entitled to do so under the Wagner Act, after it had been declared constitutional, and that as an organized group he would be enabled to give us, or secure for us, better protection.

[fol. 2559] Q. Do you know who took the minutes of the April 27th meeting?

A. As far as I know, Marjorie Green took the minutes of that meeting.

Q. You are sure of that?

A. Reasonably so.

Q. You were at that meeting, were you not?

A. I was.

Q. During the entire course of it?

A. I was.

Q. Were you on the nominating committee?

A. I was not.

Q. Had you ever seen the bylaws before Mr. Tyler read them?

A. Not in their entirety.

Q. How much of them?

A. Certain parts of them had been discussed with Miss Todd and myself.

Q. Had your bargaining committee made any study as to the weekly earnings of the various employees before you presented your first proposed contract to the company?

A. We had.

Q. I am referring now, Mr. Witness, to the first contract that was signed Board's exhibit No. 6, entitled Articles of Agreement. Do you understand to what I am referring?

A. The working agreement?

[fol. 2560] Q. I am referring to the Articles of Agreement.

A. The study of the wage schedules, and so on, was made after the working agreement was negotiated and before the supplemental agreement was signed.

Q. So, no study was made before Board's exhibit No. 6 was executed?

A. No intensive study was made.

Q. What study was made, if any?

A. There had been some discussion in committee meetings of the executive committee of the union as to what steps to take, what methods to use, in setting up a draft of the supplemental agreement or the wage agreement.

Q. I am referring alone to the Articles of Agreement, not the supplemental wage agreement, Mr. Witness.

A. That is what I said, there had been some discussion—

Q. (Interrupting) Is it your testimony there had been some discussion among the members of the executive committee before you executed Board's exhibit No. 6?

A. That is true.

Q. Was that the only discussion had?

A. We had discussed methods and ways—

Q. The only persons who took part in it were the executive committee members?

A. That is right. That is, before the working agreement or the articles of agreement were signed.

[fol. 2563] By Mr. Leary:

Q. On the executive committee what department did you represent?

A. General employees.

Q. What do you mean by that?

A. Those not specifically designated in other departments by the executive chairmen.

Q. Who were in that category?

A. That took in the janitors and maids, maintenance, shipping department, order filling department, the basket boys, bundle boys, pick-up boys—employees of that nature.

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[fol. 2564] Q. Did you testify as to just where you were when Mary Sprofera presented to you the petition of March 2?

A. I did.

Q. Where were you?

A. On the eighth floor.

Q. Did you have a desk there?

A. I did not.

Q. About what time of day was it?

A. I don't remember.

Q. It was during working hours?

[fol. 2565] A. Yes.

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Q. You stated, with reference to the March 18 meeting, that you and Rose Todd were almost entirely responsible for that meeting, I believe.

A. I said we were entirely responsible for the meeting being called.

Q. You were entirely responsible for it?

A. That is right.

Q. Did you consult with Mrs. Reed about it?

A. We did not.

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[fol. 2566] By Mr. Langsdale:

Q. Was there any particular reason why you and Rose Todd were having these meetings at this time, prior to the formation of the union?

A. None, except we assumed that responsibility.

Q. Just the two of you?

A. That is right.

Q. When you went up to see the lawyers it was just you and Miss Todd and this other woman who determined it yourselves, I believe.

A. We determined to take that responsibility, yes.

Q. There had been no meeting of the employees to select you as a—

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[fol. 2567] By Mr. Langsdale:

Q. You had no meeting? You three just took it upon yourselves?

A. We had no meeting authorizing us to do so.

Q. You filed an affidavit in the three-judge hearing, did you not, signed by you, on the 12th day of October, 1937?

A. I don't remember.

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[fol. 2569] Q. Now, I am now referring to page 627, Volume 2, the transcript of the record in the case in the Supreme Court of the United States, October 10, 1937, No. 801, entitled "International Ladies' Garment Workers' Union", etc., "et al, Appellants, versus Donnelly Garment Company, Donnelly Garment Sales Company, Donnelly Garment Workers' Union", and so forth, "et al", an appeal from the District Court of the United States for the Western District of Missouri, filed in the Supreme Court of the United States on February 16, 1938, and on said page 627 is the record of an affidavit signed and sworn to by Hobart F. Atherton, dated "Kansas City, Missouri," on the 12th day of October, 1937, which was received in evidence and marked "Intervener's Exhibit 28", and was as follows: without reading the whole affidavit, I will ask you if you didn't make this statement in that affidavit:

[fol. 2570] "A committee of the employees was authorized at a meeting of the employees to see what could be done about protecting us from such threats, violence and intimidation. I was a member of that committee. We consulted attorneys and were advised that we would be entitled to the protection of an injunction issued by the court against such actions, and it was arranged that we would be ready to secure such injunction if needed."

Now, particularly referring to the language "a committee of the employees was authorized at a meeting of the employees to see what could be done about protecting us from such threats, violence and intimidation. I was a member of that committee." You made that statement and swore to it, did you not, on the 12th day of October, 1937?

A. I did, but I did not say that the meeting authorized us to consult attorneys.

Q. Well, I am just asking you if you made the statement that is in the affidavit? A. I did.

Q. And was it true at the time you made it?

A. To the best of my recollection.

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[fol. 2579] By Mr. Langsdale:

Q. Now, you stated, in answer to both Mr. Ingraham's and Mr. Leary's questions, that there was a meeting held [fol. 2580] by the employees, at which it was suggested that each one pay 50 cents for raising the fund. You said that meeting occurred sometime between March 27 and April 5. Can't you be more definite about that date than that? A. I can't recall the exact date.

Q. Why do you say it was between those two dates?

A. Because it around the 27th of March that we consulted Mr. Tyler, when he asked for this retainer fee.

Q. How does April 5 come in?

A. I don't recall whether it was toward the end of the week or not, whether Saturday and Sunday intervened, or just what it was, and for that reason I can't be positive in my statement. It was between those two dates, to the best of my recollection.

Q. No record of any kind or character was kept of that meeting?

A. There was not, as far as I know.

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[fol. 2589] By Mr. Ingraham:

Q. Mr. Atherton, after March 18, 1937, did you have many conversations with other employees of the Donnelly plant, with reference to taking some action to protect yourselves? A. I did.

Q. Was the matter of obtaining attorneys discussed?

A. No, it was just the general trend, was what we could do to protect ourselves. Everybody was asking everybody else as to what they thought we could do.

Q. Did many of the employees ask you personally, and Rose Todd, to see what could be done?

A. Yes, they did ask me to see what could be done.

Trial Examiner Batten: I think the testimony showed yesterday that there was plenty of conversation.

By Mr. Ingraham:

Q. Did the article that appeared in the paper on April 22d, wherein Sylvia Hull stated that she had been selected by the Donnelly employees to represent them at the International Convention, have anything to do with the formation [fol. 2590] of the Donnelly Garment Workers' Union?

A. It did.

Q. In what respect?

A. We all felt if any employee could—

By Trial Examiner Batten:

Q. Well, what do you mean by "we"?

A. Everyone with whom I talked or who talked to me concerning this article that appeared in the paper, felt that if any employee could attend a convention to represent the Donnelly Garment Workers without our permission, or any authorization, it was high time we did something to protect ourselves, so that we could designate our own representatives or delegates.

Q. Well, was there any reason why she couldn't go down there, if she wanted to?

A. As far as she herself, personally, was concerned, but she had no authorization by the employees to represent the Donnelly Garment Workers.

Q. Did she say she represented the majority of them?

A. She said she was going as a delegate of the Donnelly Garment Workers, to the best of my recollection.

Q. Well, as far as you know, that might be true, [fol. 2591] mightn't it? She might have represented some of them, mightn't she?

A. She might have, but not to my knowledge.

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By Mr. Ingraham:

Q. I will hand you Board's Exhibit 18, which purports to be the minutes of a meeting of the Donnelly Garment Workers' Union on May 25, 1937, and I will ask you—strike that. I will ask you, first, if you were present at a meeting of the Donnelly Garment Workers' Union on May 25, 1937?

A. I attended every meeting of the Donnelly Garment Workers' Union during the entire year of 1937.

Q. Did you see, at any time, a stenographer by the name of Elsa Graham, present name is now Greenhaw, take any minutes of meetings?

A. I did not.

Q. I will hand you Board's Exhibit 18, which purports to be the minutes of a meeting of May 25, 1937, of the Donnelly Garment Workers' Union, and ask you if the minutes correctly state what took place at that meeting?

Mr. Lingsdale: Didn't you go into that with him yesterday?

[fol. 2592] Mr. Ingraham: No, I didn't.

Trial Examiner Batten: No; Mr. Tyler did.

Mr. Ingraham: Did he?

Trial Examiner Batten: Yes, I just checked my notes.

Mr. Ingraham: Did he show him the exhibit?

Trial Examiner Batten: Yes, he did. He read the exhibit.

The Witness: I didn't read the exhibit through yesterday.

Trial Examiner Batten: You looked it over and—

Mr. Langsdale (interrupting): You spent enough time on it.

Trial Examiner Batten (continuing): And you testified that on no occasion, that a Donnelly Garment Workers' Union meeting was called by a Donnelly Loyalty League meeting, and the converse of that, that is, on no occasion was the Donnelly Loyalty League meeting ever held and a Donnelly Garment Workers' Union meeting held immediately thereafter, and that the minutes as shown by the Greenhaw testimony, that such meetings never occurred in which he was in attendance.

Mr. Ingraham: Well, I would like to have the witness read the minutes of the meeting very briefly. There are several matters I want to inquire about that are stated in the minutes.

(Whereupon, the minutes above referred to were [fol. 2593] handed by Mr. Ingraham to the witness for his reading of same.)

By Mr. Ingraham:

Q. Mr. Atherton, I will ask you to state whether or not at any meeting of the Donnelly Garment Workers' Union you made the statement that is contained in Board's Exhibit 18, "There seems to be a little misunderstanding as to why the Loyalty League needs this money, and a little later on I will explain that to you. We are going to have this dance on June 11 at the Pla-More under the auspices of the Donnelly Garment Workers' Union. As you all know, there are a lot of people on the outside who are very friendly to us, and we have been advised that it would be a good thing to give something that those friends can attend and show their appreciation, and give their support to that which they feel they want to."

Now, at any union meeting, did you ever make any remarks of that character, referring to the Loyalty League?

A. I made no remarks at any union meeting referring to the Loyalty League.

Q. Did you make any of the remarks that are contained in this exhibit attributed to you?

A. Remarks concerning the dance that was to be given at the Pla-More by the Donnelly Garment Workers' Union, I did make a statement similar to that at a union meeting.

Q. But you did not refer to a Loyalty League Dance?

A. I did not.

[fol. 2594] Q. Did you make the statement at the Loyalty League meeting which these minutes purport to cover, also, "So the Loyalty League had a meeting of representatives and were authorized by the representatives to retain legal counsel. We retained Mr. Tyler, as you all know. He came down here and talked to us. That debt, the bill of Mr. Tyler, is the only debt that the Loyalty League has not paid, and Mrs. Todd told you that isn't pressing. The bill amounts to approximately \$500, as that is his retainer fee."

I won't read all of this with reference to that fee.

Did you make any such statement like that at any Loyalty League meeting?

A. I did not.

Q. Did you make any kind of a statement with reference to raising 25 cents a month at the Loyalty League meeting?

A. I did not.

[fol. 2595] There is mention made of a Sweepstakes or Derby in the meeting of the Loyalty League of May 25, 1937. Will you just state what is meant by the Sweepstakes?

A. The Nelly Don Athletic Association each year had a golf tournament, which ran for several months. At the end of the season, or in the fall, they had their final play-offs, and once or twice in the last several years they have had what they called a gold sweepstakes; that is, the As-

sociation, the Nelly Don Athletic Association, sold tickets which bore, each ticket, a name of a member of the Nelly Don Athletic Association, or that many tickets were numbered, according to the number of members of the Athletic Association, and if the ticket carried a number which corresponded to a number given a member of the Nelly Don Athletic Association the holder of that ticket was awarded a prize. If the number of that ticket corresponded to a member of the Nelly Don Athletic Association who was a player in the golf tournament, then for each match he would win, the holder of that ticket would win an additional prize. And that we called our golf sweepstakes or golf derby.

Q. Did that tournament take place in the fall of the year?

A. It did.

Q. Were arrangements ever made by anybody in the spring for that tournament?

A. Not to my knowledge.

Q. And the tournament and the activities were controlled by the Athletic Association?

A. By the Nelly Don Athletic Association.

Q. Did you join the Donnelly Garment Workers' Union of your own free will? A. I did.

Q. Does the Donnelly Garment Workers' Union and its bargaining committee represent your free choice of representatives for the purpose of collective bargaining?

A. It does.

Q. Did any of the officers or executives of the Donnelly Garment Company or the Donnelly Garment Sales Company, or anyone representing the management, or anyone in a supervisory capacity, bring any pressure on you to influence you to join the Donnelly Garment Workers' Union or to continue membership therein?

A. They did not.

Q. Was the violence and intimidation of the employees at the Gernes, Gordon, and Missouri Garment factories by the International Ladies' Garment Workers' Union, and the threats they made against the Donnelly Company and its employees to do the same thing, one of the principal factors in causing you to join the Donnelly Garment Workers' Union or to assist in its organization?

Mr. Leary: We object to that on the basis that it is immaterial.

[fol. 2597] Trial Examiner Batten: Sustained.

Mr. Ingraham: In so far as you could observe, was the formation of the Donnelly Garment Workers' Union the free and voluntary action of the employees of said companies, without any coercion or influence on the part of the management?

Mr. Leary: I object to that as calling for a conclusion.

Trial Examiner Batten: I think he was one of the organizers. I think he is in a position to answer the question.

You may answer.

The Witness: May I hear the question again, please?

(Thereupon the last question was read by the reporter.)

A. It was.

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Recross-Examination.

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[fol. 2600] By Mr. Patten:

Q. Now, as to the meeting at which it was proposed that each employee contribute 50 cents, when, with reference to your visit to Mr. Tyler, was that meeting held?

[fol. 2601] A. Within a few days following the meeting with Mr. Tyler.

Q. Was there ever a second meeting at which that matter was discussed and brought up?

A. A second meeting of the employees, you mean?

Q. Yes. A. Not to my recollection.

Q. Was the meeting held a few days after you were in Mr. Tyler's office for the first time a Loyalty League meeting? A. It was not.

Q. Do you remember attending a union meeting, a meeting of the Donnelly Garment Workers' Union, on May 25, 1937?

A. If that was our regular meeting date, for May, I do. I wouldn't otherwise, without—

Q. (Interrupting) Do you know of any union meeting in the year 1937 that was held during working hours?

A. I do not.

Q. If a meeting had been held on May 25, of the Donnelly Garment Workers' Union, would it have been convened at 3 o'clock or 3:45 in the afternoon?

A. It would not.

Q. If any meeting had been convened at that time would you recall it? A. I would.

[Vol. 2602] Q. Mr. Atherton, I show you Board's Exhibit 8-21, 8-22 and 8-23, and ask you to state whether you were present at the meeting of which those are minutes.

Trial Examiner Batten: What date is that?

The Witness: May 25, 1937.

By Mr. Patten:

Q. Do you remember that meeting now, Mr. Atherton?

A. I do.

Q. Was Marjorie Green present at that meeting?

A. She was.

Mr. Langsdale: I didn't get that last question.

Mr. Patten: Was Marjorie Green present at that meeting.

By Mr. Patten:

Q. What was Marjorie Green doing at that meeting?

A. Taking the minutes of the meeting.

Q. Where was she sitting?

A. She was sitting on the speakers' platform, or stage.

By Mr. Langsdale:

Q. Do you remember who was present taking the minutes of every meeting of the Donnelly Garment Workers' Union? A. During the year 1937.

[fol. 2603]. Q. You do? A. Yes.

Q. Who was present taking the minutes of the meeting of April 27th?

A. Marjorie Green. However, that was not a union meeting.

Q. You are sure of that, are you? A. Absolutely.

Q. Now, there was a meeting of the Donnelly Garment Workers' Union, according to the minutes furnished us by the intervener on May 11, 1937. Do you know who took the minutes at that meeting? A. May 11th?

Q. Yes. A. 1937?

Q. Yes. That is a meeting in between the April 27 meeting and the May 25 meeting.

A. Well, if there was a meeting held on the 11th of May, Marjorie Green took the minutes of it.

Q. You are sure of that?

A. She took the minutes of all meetings of the Donnelly Garment Workers' Union all the time I served on the committee.

Q. That is, she took the minutes of each and every meeting of the Donnelly Garment Workers' Union in 1937, did she? A. Until April, 1938.

Q. Every meeting?

[fol. 2604]. A. That is my recollection, yes. To the best of my recollection.

Q. You are positive of that, are you?

A. I said, to the best of my recollection.

Q. Well, you are just as positive of that as you are that she took the minutes of the meeting of May 25, aren't you?

Mr. Lane: That is objected to as being argumentative. He says to the best of his recollection, she took it.

Trial Examiner Batten: Sustained.

By Mr. Langsdale:

Q. Have you any better recollection or any reason for having a better recollection of who took the minutes of the meeting on May 25 than you have for knowing who took the minutes at any other meeting in 1937?

A. I have.

Q. Why?

A. At all regular meetings of the Donnelly Garment Workers' Union, I also sat on the speakers' stage, and Miss Green sat within a few feet of me and took the minutes of the meeting.

Q. Well, that would apply to all regular meetings?

A. All regular meetings.

Q. And what about call meetings, other meetings?

A. I couldn't testify as to call meetings without knowing the dates and seeing the minutes of them, as to whether I was there or not. I would have to have something to [fol. 2605] refresh my memory.

Q. Now, you stated a moment ago that Miss Marjorie Green took the minutes of every meeting of the Donnelly Garment Workers' Union during the year that you served on the committee. Now, do you want to qualify that answer in any way?

A. I said, of all regular meetings.

Q. Is that what you meant to say, of all regular meetings?

A. That is what I meant to say.

Q. Who took the minutes of those meetings that were not regular meetings?

A. To the best of my recollection, Marjorie Green took them.

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NELLY STITES; a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

[fol. 2606] By Mr. Stottle:

Q. State your name, please.

A. Mrs. Nellie Stites.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed by the Donnelly Garment Company? A. About 7 years.

Q. What is your work for that company?

A. I am an operator.

Q. What kind of operation do you do?

A. Well, I am a pinker and binder and I do straight sewing.

Q. During the entire 7 years have you been an operator? A. Yes, I have.

Q. Mrs. Stites, do you recall a meeting of the employees on March 18, 1937?

A. Well, I don't recall the exact date, but I know there was a meeting.

Q. I am referring to a meeting where it has been testified that Mrs. Reed or some one read a letter from the International Ladies' Garment Workers' Union. Does that recall to you the meeting? A. Yes, sir.

Q. Mrs. Stites, was that meeting held during working hours of the company?

[fol. 2607] A. It was not. It was after we finished our work.

Q. I will ask you to state what you recall that occurred at that meeting, what the purpose of it was, what occurred.

Trial Examiner Batten: Mr. Stottle, I will permit this witness to testify, but I certainly don't intend to listen to any more witnesses of what occurred at the March 18th meeting, because thus far in the record, there is apparently no dispute. I mean, there is no use of going on with an unlimited number of witnesses telling about a meeting. So if there is any further witness to be offered on the March 18th meeting, it will have to be in the form of an offer of proof.

Mr. Stottle: Mr. Examiner, of course, the respondent's position is that if that matter is controverted, we are entitled to show by any number of witnesses as to what did happen.

Trial Examiner Batten: Well,—

Mr. Stottle: (Interrupting) And we are willing to make an offer of proof as to this witness, or succeeding witnesses.

Trial Examiner Batten: I say, you may proceed with this witness, but I am telling you now that if you had in mind offering any further witnesses about this March 18th meeting, I don't propose to go into it.

Mr. Stottle: Well, in view of your Honor's ruling, we will make offers of proof as to other witnesses.

[fol. 2608] By Mr. Stottle:

Q. Mrs. Stites, did you heard it announced at that meeting by Mrs. Reed, or anyone else, that she or the management wanted the names of any persons that joined the International reported to her? A. No, sir.

Q. Was such a statement made?

A. Not that I heard.

Q. Did you hear Mrs. Reed make a statement in the speech she made there that she would never let the International into her plant? A. No, sir.

Q. Tell us, in substance, or tell the Examiner, in substance, what Mrs. Reed did say with regard to the International Union?

A. Well, she said that she wouldn't let any union force her to force her employees to join anything that they didn't want to join.

Q. Now, do you recall, Mrs. Stites, the meeting of April 27, 1937, by which meeting I refer to the one when the Donnelly Garment Workers' Union was organized?

A. Yes, sir.

Q. I will ask you to state whether that meeting was held during working hours, or after working hours?

A. It was held after working hours.

Q. Were any of the executives or officers of the Donnelly Garment Company present at the April 27th meeting? A. Not that I saw.

Q. What was the purpose of that meeting, Mrs. Stites, or what was done at the meeting; I will ask it that way.

A. What date?

Q. April 27th.

Mr. Leary: I object to that as cumulative.

Trial Examiner Batten: Well, as far as the April 27th meeting is concerned, I don't think that I am in a position, at this time, to say that it is cumulative with respect to the April 27th meeting, because that was the meeting at which the union was organized. I think we will proceed with this witness.

A. Well, I remember all the meetings, but, of course, I don't remember the exact dates, as far as that.

By Mr. Stottle:

Q. This was the meeting at which the union was organized. Do you remember Mr. Tyler being there?

A. Yes. That meeting was called for the purpose of organizing our union. Mr. Tyler had spoken to the employees and told them what we could do in the way of protection for ourselves, and he suggested the best thing for us to do was to form a union, if that was what we wanted to do.

Q. And was there a vote taken there as to whether you would form a union?

A. Well, I just don't remember.

Q. Well, were cards passed out among the members, [col. 2610] among the employees?

A. Yes, sir, there was cards passed out for each employee to sign, if they wanted to.

Q. Did you sign one of the cards at that time?

A. Yes, sir, I did.

Q. At that meeting, Mrs. [Stiles], did they elect officers for the union? **A.** I believe they did.

Q. Was there any announcement made at that meeting by Mr. Tyler or Miss Todd, or anyone else, that the management of the company wanted you to form this union? **A.** No, sir.

Q. Did you sign the card joining the union of your own free will, Mrs. Stites? **A.** I did.

Q. Does that union, the Donnelly Garment Workers' Union, and its bargaining committee represent your free choice in that matter?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

Mr. Stottle: What was the ruling, Mr. Examiner?

Trial Examiner Batten: Sustained.

Mr. Stottle: Well, Mr. Examiner, we are charged with preventing the employees from exercising their free will in the choice of bargaining representatives. That is one [fol. 2611] of these three complaints or charges in the complaint, and we submit that one of the best ways of finding out whether a person did a thing of their own free will is to ask that person whether they did, and it is our purpose to ask this witness, and as many other witnesses—

Trial Examiner Batten (interrupting): Well, I don't think that is any indication, to put these witnesses up on the stand in a hearing of this kind, in a "C" case, in front of all the other employees and representatives of the company, and ask them, "Is this your free choice?" I mean it may possibly have some remote bearing, but I don't think it has sufficient that we should spend the time necessary to listen to 1300 employees get on the witness stand and testify to that point.

Now, if that is your idea, you may make an offer of testimony with respect to these 1305 employees, or whatever it is, but certainly, we are not going to determine that in this hearing on that basis, at least.

Mr. Tyler: Could I ask you if the Examiner holds that there is any presumption that these people are being dominated by somebody in the court room in this matter, or any presumption that they would commit perjury?

Trial Examiner Batten: I didn't even intimate such a thing.

Mr. Tyler: I understood you to say that their testimony [fol. 2612] money, as to what they wished, would be either of no value or extremely little value.

Trial Examiner Batten: I didn't say any such thing, I don't think.

Mr. Tyler: I misunderstood you, then.

Trial Examiner Batten: The record will state what I said in my remarks.

Mr. Stottle: Well, Mr. Examiner, don't you think we should have the testimony of this witness with the persons that you have referred to excluded from the court room?

Trial Examiner Batten: No, I don't think it is of any value in the issues in this case, to parade these people on the stand. Now, if that is your idea, you may make as complete an offer as you care to with respect to that matter.

Mr. Stottle: Well, I will ask another further question.

Mr. Stottle: Mrs. Stites, had you heard of the strikes and disturbances down at the Gordon and Gernes plants at about that time in March and April, 1937?

Mr. Leary: I object to that for the reason that it is immaterial.

Trial Examiner Batten: Sustained.

Mr. Stottle: Well, Mr. Examiner, we want to go into that matter to show that it did affect the employees and that that was one of the reasons why they formed this union, as tending to show that it was not due to the domination of the Donnelly Garment Company.

Trial Examiner Batten: I think, Mr. Stottle, that I don't need to make any statement with respect to that ruling, because I have indicated on several occasions in this hearing just what my position is about that matter. You may make such offer as in your opinion is necessary to protect the interests of your client.

By Mr. Stottle:

Q. Well, Mrs. Stites, did you see an article in the Newspaper of April 22, 1937, regarding Sylvia Hull having been chosen to represent the employees of the Donnelly Garment Company at the convention of the International Union? A. I did.

Q. What effect, [Mr.] Stites, did that have on you and other employees, so far as you observed at the Donnelly Garment Company plant, so far as forming this union is concerned?

[fol. 2614] A. Well, when the article was read, naturally, we were all very much surprised that one person would take it upon themselves to say that they were going to represent us at Atlantic City in a union that we didn't even belong to or we hadn't any association with.

By Mr. Stottle:

Q. Was that one of the factors that caused you and the other employees to form this Donnelly Garment Workers' Union?

A. Yes, sir. We decided that if some one was going to represent us, why, we would choose our own representatives.

By Trial Examiner Batten:

Q. Now, who do you mean "we"?

A. Well, myself and the workers that I worked with. The people that we associate with daily.

Q. You mean the girls that you talked to; is that what you mean? A. Yes, sir.

Q. In your section?

A. Well, my section, the cafeteria, wherever I happened to be at different times. It was just a general discussion all over the plant.

[fol. 2615] Q. It was the talk of the town, wasn't it, the next day? A. That is right.

Q. During the working hours and at noon and after work and before, wasn't it?

A. Well, I wouldn't say during working hours, because we make quite a bit of noise up there and we can't hear very well talking.

Q. You mean, then, there was no talk during working hours about it?

A. I wouldn't say that.

Mr. Tyler: Mrs. Stites, so far as you could observe, was the formation of the Donnelly Garment Workers' Union at this meeting of April 27th, the voluntary action of the employees? A. It was.

Mr. Stottle: Mr. Examiner, as to the two matters which you have excluded this witness from testifying to, respondent desires to make this offer of proof:

Respondent offers to prove by this witness that if permitted to answer appropriate questions, she would tes-

tify that at or prior to the time of the organization of the Donnelly Garment Workers' Union on April 27, 1937, there was no coercion, intimidation, pressure or suggestion of any kind, directly or indirectly, brought to bear upon her by the management of the Donnelly Garment Company [fol. 2616] or the Donnelly Garment Sales Company through any of its officers, executives or supervisory officials, or anyone representing the management, to cause or influence her, or which did cause or influence her to join or support the Donnelly Garment Workers' Union.

Trial Examiner Batten: Well, now, that is with respect to what ruling? The one on the meeting of March 18th?

Mr. Stottle: No, as with respect to the ruling that she joined this of her own free will, if your Honor will permit her to testify that she did, and other witnesses to testify on the question of whether she did join of her own free will, of course, we would prefer to call the witnesses.

Trial Examiner Batten: Well, what do you mean, reverse my ruling? Is that what you mean?

Mr. Stottle: Well, I thought you were intimating that I was making a different offer of proof.

Trial Examiner Batten: Well, I do think it is different than even my ruling. You say to this witness "You join of your own free will." Now, your offer is to show that the respondent in no way coerced or intimidated this witness. I don't think that is quite the same thing, do you?

Mr. Stottle: Well, I will ask the question.

Trial Examiner Batten: I say, do you think it is the same?

Mr. Stottle: I do think so. If she joined of her own [fol. 2617] free will, I don't think she was coerced by the Donnelly Garment Company.

Trial Examiner Batten: Well, of course, if you think it is the same thing, and that is what you mean by what you just said, then I will reject the offer.

Mr. Stottle: Well, I would rather ask the question and have your Honor rule it out or let it in.

Trial Examiner Batten: I don't care to pass upon it. If you think it is the same thing, I will reject that part of the offer.

Mr. Stottle: Well, Mrs. Stites, I will ask you whether at the time of the organization of the Donnelly Garment Workers' Union, on April 27th, or prior thereto, there was any coercion, intimidation, pressure or suggestion of any kind, directly or indirectly, brought to bear upon you by the management of the Donnelly Garment Company or the Donnelly Garment Sales Company through any of its officers, executives, or anyone representing the management, to cause or influence you, or which did cause or influence you to join or support the Donnelly Garment Workers' Union? A. None.

Trial Examiner Batten: Well, now, just a moment. The answer may be stricken.

By Trial Examiner Batten:

Q. You just tell me now just, what the question means, beginning at the beginning of Mr. Stottle's question. Do [fol. 2618] you remember the first part of the question?

A. Well, my idea—

Q. (Interrupting): Well, I mean, now, tell me, do you remember the first part of the question?

A. Well, no, I don't.

Trial Examiner Batten: Will you read the question, please, Mr. Reporter.

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Trial Examiner Batten: Now, you understand it now, do you?

A. Yes, I do.

Q. Now, do you recall one part in there that said "pressure either directly or indirectly"?

[fol. 2619] **A.** Yes.

Q. Now, tell me what that means.

A. Well, my idea of that would be, if you were told to join the union and if you didn't join it certain things would happen to you. That is the way I would define it.

Q. That is your definition of it?

A. Well, that is.

Q. I mean, that is what it means to you?

A. That is what it would mean to me.

Trial Examiner Batten: Well, you may answer.

A. Well, I can only answer it one way. There was none.

By Mr. Stottle:

Q. Did you hear or know of any such coercion or pressure or influence or suggestion by the officers of the company brought to bear upon any other employee of the Donnelly Garment Company to cause them to join the Donnelly Garment Workers' Union?

A. I did not.

[fol. 2620] Q. Was there any threat made to you by the management or anyone representing the management that if you didn't join this Donnelly Garment Workers' Union or organize a plant union of your own that you might lose your job, or make membership in that union a condition of employment?

A. No.

Trial Examiner Batten: Did you finish your offer, Mr. Stottle?

Mr. Stottle: Well, if your Honor is going to let her testify on these matters, I think I need not make it.

Trial Examiner Batten: Well, I am not. I ruled it out, and it is still out. I have no intention of changing my ruling whatsoever.

Mr. Stottle: May I inquire, Mr. Examiner, if we will be permitted to ask other witnesses, employees down there, whether they were dominated, as we have of this witness, by the officers of the Donnelly Garment Company?

Trial Examiner Batten: Let me ask you: Isn't it possible that 1,200 employees might come in here and testify honestly that they were not coerced, and you might have two that would come in and say they were, if the 1,200 said No, and the two said Yes, the 1,200 wouldn't prove that the two were wrong, would they? In other words, you might have 1,200 that were not, and you might have two that were? Isn't that true?

[fol. 2621] Mr. Stottle: It is possible.

Trial Examiner Batten: The 1,200 that were not would not disprove that the two were; isn't that correct?

Mr. Stottle: I think in that case the Donnelly Garment Workers' Union would still be the overwhelming choice of the majority.

Trial Examiner Batten: I am talking now about the question of coercion. You might have one who was coerced, and you might have every other employee who was not. That would not prove that the one was not coerced, would it?

Mr. Stottle: But, as Mr. Tyler said, it would disprove, in my mind at least, that the Donnelly Garment Company coerced the formation of the union.

Trial Examiner Batten: It is not a question of whether they coerced the formation of it. It is a question of whether they sponsored it or dominated it.

Mr. Tyler: Intervener wishes to suggest in that case there would be no basis laid for a decision that it was dissolving, displacing, or in any way interfering with the rights of this union.

Trial Examiner Batten: Mr. Tyler, let me ask you: Isn't it possible to have 95 percent of the employees in a company voluntarily join a union of their own free will, absolutely, and yet have it sponsored or assisted by a company?

[fol. 2622] Mr. Tyler: I think that is conceivable, although it would be so exceedingly improbable it would be very improbable that any such finding could be made in that case that the rights of 95 percent to their own union and their own contract could be dissolved, under the law, because some one or two or more had been coerced.

Trial Examiner Batten: I am not talking about coercion. I say, isn't it possible for a company to form a so-called company union and support it, and yet have 95 percent of the employees join it of their own free will without any coercion on the part of the company.

Mr. Tyler: I think that is theoretically possible, but in a situation where the union has continued to operate

for a period of over two years, and where no substantial testimony of any kind is offered by the persons upon whom the burden of proving that devolves, after two years for gathering it, and unlimited funds for gathering it, I submit no possible basis for that kind of a decision has been laid in this case.

Trial Examiner Batten: I am not ruling on this case. I am just asking you, isn't that possible?

Mr. Tyler: I think, theoretically, that is possible.

Trial Examiner Batten: And there is one further question I would like to ask in connection with your remark. I don't know whether you meant to imply it or not, but is it your thought that if, an independent union having been [fol. 2623] formed by a company or assisted by a company—admitting that to be true in the beginning—is it your idea that over a period of time that independent organization can purge itself of the control or the domination which it started out with?

Mr. Tyler: I will be glad to answer your Honor's question. Let me begin by making it clear, I do not for one moment admit there was any fault or domination in the formation of this union—

Trial Examiner Batten (Interrupting): You do not need to answer it at all if you were not implying that in your answer to my former question.

Mr. Tyler: I want to answer it. I don't think there is any evidence in this case of domination of this union, or formation of it, by the company. But, if that had been true, I still believe the law to be—if that had been true and, nevertheless, at the present time the union actually represents the free will choice of the members, what Your Honor calls purging would have taken place and the employees would have the right to continue to operate that union and bargain for it. I believe that to be the law.

Mr. Stottle: Respondent offers to prove by this witness, if permitted to answer the appropriate questions, that on April 27, 1937, she joined the Donnelly Garment Workers' Union of her own free will and accord, uninfluenced by the

[fol. 2624] management of the Donnelly Garment Company or the Donnelly Garment Sales Company, or any of its officers, executives, or anyone representing its management in any way; that since such time she has continued to belong to and support said union of her own free will and accord, uninfluenced by the management in any way; that she voted for and chose the executive or bargaining committee and succeeding committees of the Donnelly Garment Workers' Union.

Trial Examiner Batten: You mean, in the meeting of April 27? Of course at that meeting she says she doesn't recall that she voted for any, as I recall the testimony.

Mr. Stottle: Mrs. Stites, did you at any time ever vote for a bargaining committee?

Mr. Langsdale: Just a moment. I object to that as immaterial and repetitious. She did testify she didn't recall the meeting of April 27. Now, are you talking about some time later?

Trial Examiner Batten: Oh, no. She recalled the meeting very definitely.

Mr. Patten: Her testimony was, she didn't recall whether they voted to form a union.

Trial Examiner Batten: Yes, that is right, Mr. Patten. You may proceed, Mr. Stottle.

Mr. Stottle: Did you vote for the bargaining committee that was chosen by the Donnelly Garment Workers' Union, [fol. 2625] and does it represent your free choice of bargaining representatives?

A. I did vote for it.

Trial Examiner Batten: Who was on the committee you voted for?

A. Well, I don't believe I could remember right now the different ones. I do remember we voted Rose Todd as the chairman, and, I believe, Mr. Fred Brown and Mrs. Riggs. I don't believe I recall the other names.

Mr. Stottle: Whatever their names were, Mrs. Stites, the committee did represent your desire and choice as a bargaining committee of the union?

A. Oh, yes, sir.

Mr. Stottle: Respondent further continues the offer of proof by this witness that the choice of the bargaining committee by her was of her own free will and accord, uninfluenced by the management or any of the officers of the Donnelly Garment Company or the Donnelly Garment Sales Company in any way; and makes the same offer of proof by this witness as to each succeeding bargaining committee or executive committee elected by the union, namely—

Trial Examiner Batten (Interrupting): Mr. Stottle, it seems to me you are going entirely outside of the matter which I suggested I wouldn't permit testimony on.

I am going to adjourn now and ask you to prepare your [fol. 2626] offer in writing so that I may read it over and give it some thought, because I don't see that the offer of proof you are now making conforms at all to the question which I permitted her to answer. I want you to put it in writing so that I may read it and give it some thought.

And if you will put in a short offer in writing on the March 18 meeting that I sustained an objection to—

[fol. 2627] By Mr. Stottle:

Q. Mrs. Stites, are you a member of the Loyalty League?

A. Yes, sir.

Q. Did you join it at the time of its formation, or when?

A. Yes, I did.

Q. Are the Loyalty League and the Donnelly Garment Workers' Union both the same organization?

A. They are entirely separate.

Q. What is the nature of the Loyalty League as to what it does, its activities?

A. It is purely a social affair.

Q. Did you gain the impression, Mrs. Stites, from anything that happened at the April 27th meeting, when the Donnelly Garment Workers' Union was formed, or from any other source, that the Donnelly Garment Workers'

Union was just a continuation or a successor to the Loyalty League?

A. No, sir.

Q. Did you attend any meetings of the Donnelly Garment Workers' Union after the organization meeting of April 27, 1937?

A. Oh, yes.

Q. Did you see or observe any participation by the officers of the company, or any of the executives of the company, in any of those meetings?

A. No, I didn't.

Q. Was Mrs. Reed or Mrs. Reeves, Mr. Keyes, Mr. Green, or Mr. Baty present at any of those Donnelly Garment Workers' Union meetings that you attended?

A. Not to my knowledge.

Q. Do you know of any of those officials, or any other supervisory official of the company ever participating in the affairs of the Donnelly Garment Workers' Union?

A. No, sir.

Q. Or giving any advice as to how they should conduct the union? A. - No.

Mr. Stottle: Mr. Examiner, I have prepared, rather hurriedly, an offer of proof now on the points that I deem Your Honor ruled out. This relates only to two things; one, the question of her free will in joining the union, and [fol. 2629] the domination by the company. I cannot distinguish between the two matters.

It seems to me that if she exercised her free will, she was not dominated by the company, and if she was dominated by the company she did not exercise her free will.

This offer of proof, which covers about four and a half pages, covers those two phases; but I deem them one phase, although they are separate charges in the complaint.

Trial Examiner Batten: You did not cover the matter of the March 18 meeting, then?

Mr. Stottle: No, because you permitted her to testify to that. I did, in this same offer of proof, cover the matter

of strikes, and so forth, at the Gernes plant, which you excluded.

[fol. 2631] Trial Examiner Batten: I think you had better proceed with this witness. I will permit the questions and answers, and then I will pass upon any further witnesses.

You may just proceed with this witness:

[fol. 2632] By Mr. Stottle: Mrs. Stites, I will ask you if on April 27, you joined the Donnelly Garment Workers' Union of your own free will and accord, uninfluenced by the Donnelly Garment Company or the Donnelly Garment Sales Company, or by any officer, executive, or supervisory employee thereof, or by anyone representing the management of said companies? A. I did.

Mr. Stottle: Mrs. Stites, I will ask you if since that [fol. 2633] time, since April 27, 1937, you have continued to belong to and support the Donnelly Garment Workers' Union of your own free will and accord, uninfluenced by the management of said companies or anyone representing the management of said companies?

A. I have.

Q. Mrs. Stites, I will ask you if the executives or the bargaining committee of the Donnelly Garment Workers' Union, which was chosen at or about the time of the formation of the union, on April 27, 1937, and each of the bargaining committees which has been chosen since that time represents the free choice—represents your free choice as a bargaining committee to represent you in all matters relating to collective bargaining and working conditions, wages, hours, and so forth, at the Donnelly plant.

A. It does.

Q. And that choice was made of your own free will and accord, and not influenced by the management of the Donnelly Garment Company or the Donnelly Garment Sales Company, or anyone representing the management of said companies? A. It was.

[fol. 2635] Q. Mrs. Stites, I will ask you to state whether or not prior to the time of the organization of the Donnelly Garment Workers' Union on April 27, 1937, there was any coercion, intimidation, pressure or suggestion of any kind, directly or indirectly, brought to bear upon you by the management of the Donnelly Garment Company or the Donnelly Garment Sales Company, any of its officers, executives or supervisory officers, or anyone representing the management, to cause or influence you, or which did cause or influence you to join or support the Donnelly Garment Workers' Union or interfere in any way with the exercise by you of your own free will in determining whether you should join, or support that union?

A. There was not.

Q. Since the formation of the Donnelly Garment Workers' Union, has there ever been any threat, intimidation, coercion or suggestion given to you, or received by you, directly or indirectly, from the management of the Donnelly Garment Company or the Donnelly Garment Sales Company, or anyone representing the management of either of said companies that you must or should continue to support and belong to the Donnelly Garment Workers' Union, or that you should refrain from joining the International Ladies' Garment Workers' Union or in any way interfering or attempting to interfere with your own free will in determining whether you should or should not continue membership in the Donnelly Garment Workers Union or refrain from joining or supporting the International Ladies' Garment Workers' Union?

A. No, sir, there was not.

Q. I will ask you, Mrs. Stites, whether you know of or have ever heard of any such coercion, intimidation, pressure or suggestion being brought to bear by the management of those companies on anyone representing the management, upon any other employee of the Donnelly Garment Company or the Donnelly Garment Sales Company, to cause or influence them to join or continue membership in the Donnelly Garment Workers' Union, or interfering in any way with the exercise of their own free will and choice in regard to such matters?

A. No, sir.

Q. Have you mingled and talked with a great many of the employees at various times regarding the Donnelly Garment Workers' Union? A. I have.

Q. And you have never heard any intimidation that any of those employees that you have talked with or from anything that they have said that they were influenced by the management in that regard? A. I never have.

Q. I will ask you whether there has ever been any threat or suggestion made to you, directly or indirectly, [fol. 2637] by the management of the Donnelly Garment Company or the Donnelly Garment Sales Company or by anyone representing the management, that if you or the other employees did not organize, join or support the plant union, that you or the other employees would or might lose your jobs or positions or indicating to you in any way that membership in the Donnelly Garment Workers' Union was a [condition] of employment at the Donnelly plant, or interfering in any way with the exercise by you of your own free choice and will with regard to said matters? A. No, sir.

Q. I will ask you whether you have ever received any communication, oral or otherwise, from any officer, executive or supervisory employee of the Donnelly Garment Company or the Donnelly Garment Sales Company, or anyone representing the management of said companies which has caused you to think or feel that the management of those companies was placing any restriction on your rights or desires or freedom, or on the rights, desires or freedom of any other employees, as to what union they should join, or whether they should join or not join any union? A. I have not.

Q. Mrs. Stites, I will ask you to state whether you knew or heard of strikes—

Trial Examiner Batten (interrupting): Now, Mr. Stottle, [fol. 2638] that finishes that offer?

Mr. Stottle: That finishes that part of it.

Trial Examiner Batten: Well, I don't think it is at all necessary for her to answer any questions about the strikes and trouble in the other plant, because that, if you have an offer ready on that, I can pass on that one now.

Mr. Stottle: Well, it is the last page of what I have given you.

Trial Examiner Batten: It is all in one, is it?

Mr. Stottle: I put it all together as an offer of proof by this witness.

Trial Examiner Batten: Well, I will take the matter of the offer of proof under advisement, and unless you are notified otherwise, it is unnecessary to produce any further witnesses on those matters.

Now, as to the last page, which is page 5, of the offer of proof on the Gernes and Gordon factories, and that other matter, that offer, as in accordance with my rulings, several rulings during the hearing, is refused.

Mr. Stottle: Mr. Examiner, it so happens that this witness is on the stand when we make this offer of proof, but as to other witnesses, of course, it would hardly seem that we should be made to bring them up here and have them sworn as preliminary to making the offer of proof.

Trial Examiner Batten: Well, Mr. Stottle, I talked [fol. 3639] with Mr. Ingraham about that, that is, not in connection with this particular question, but whether it would be necessary on some of these matters to have the witnesses here, and I told Mr. Ingraham that I thought it advisable to put on at least one, in some cases, perhaps two or three, but it would not be necessary to have them all here in court. So I am assuming that this is one of the matters where you had intended to bring in a large number of witnesses.

Mr. Stottle: That is correct.

Trial Examiner Batten: Who would be asked the same questions and it isn't necessary for you to produce them here.

Mr. Stottle: Well, we will prepare offers of proof on these two points, then, the strike situation, and the domination, and free will situation, as to other witnesses without actually producing the witnesses.

Trial Examiner Batten: Well, you can put it on the basis of each individual or you can put it on the basis of

an offer of proof which a certain list of witnesses would testify to so that you don't have to make individual offers.

Mr. Stottle: That is all, Mrs. Stites.

Trial Examiner Batten: That is, unless you are notified tomorrow that I will receive the testimony, and in that case, of course, you can produce the witnesses.

Mr. Tyler.

Cross-Examination.

[fol. 2640] By Mr. Tyler:

Q. Mrs. Stites, have you ever been a member of the committee of chairmen of the Donnelly Garment Workers' Union? A. No, sir.

Q. Did you ever have a complaint about the rates of piece work pay on underarm work or some work that you were doing at the factory. A. I have.

Q. What did you do about that complaint?

A. Well, I went to Miss Rose Todd about it.

Q. What was the complaint? What was the nature of it?

A. Well, it is a certain operation we have of pinking sleeves in, and it was a very difficult sleeve to put in—

Mr. Langsdale (interrupting): Can you fix the date on that?

Mr. Tyler: I will ask her in a minute.

A. (Continuing) And we felt like that it was worth more money than we had been getting, so we took the matter up with Rose Todd.

Mr. Tyler: Give me about the date you took it up with Miss Todd. Was it [cinse] the formation of the union?

A. Yes, sir.

.

A. Well, I believe it was some time in January.

By Mr. Tyler:

Q. What year? A. 1939.

Q. The present year? A. Yes, sir.

Q. What was done about that complaint?

A. Well, we explained to her what the complaint was, and she said that she would investigate it, and so we got the price that we asked for.

.

By Mr. Tyler:

Q. Was that complaint made on behalf of yourself alone, or on behalf of yourself and others?

A. On behalf of myself and others.

Q. Can you name any of the others at this time?

A. Well, I believe Mrs. Irene Rush was with me when we talked about it.

[fol. 2642] Q. Do you attend the meetings of the Donnelly Garment Workers' Union when they are held?

A. Yes, sir, I do.

Q. Do the employees generally attend them as fully now as they did in 1937, or not? A. Yes, they do.

Q. Did you ever see the employees come down to those meetings, the women employees, after working hours, still wearing their work aprons? A. Many times.

Q. What is their customary procedure when they do that?

A. Well, it is much easier to get down to the meeting with your apron on and dress afterwards. We can save more time.

Q. Can you give me your best estimate as to what per cent of the women come in still wearing their work aprons at those meetings?

A. Well, I would be—at least 80 per cent of them.

.

[fol. 2646] By Mr. Tyler:

Q. Now, Mrs. Stites, confining yourself to the times after the union was organized, do you know of any meetings of the union at which the employees stood up?

A. No, I don't.

Q. Now, you have referred to a meeting prior to the organization of the union at which they did stand up.

A. That was a meeting of the employees only. That was before the union was formed.

Q. Now, will you tell what happened at that meeting?

A. Well, the meeting was called. Miss Todd had told us that her and Mr. Atherton, and I believe Sally Ormsby,

went to see attorneys about what protection we could have against these threats that had been made to us, and she told us that we had to have a retainer fee of \$500, and she asked us what we wanted to do about it, and what suggestions we could offer as to how to raise the money. One suggestion was made that we have a dance, as we had had before, and some one made a motion that we all give 50 cents apiece, and that motion was carried.

[fol. 2647] By Mr. Tyler:

Q. What was the date of that meeting, as near as you can remember?

A. I believe it was the latter part of March.

Q. What year? A. 1937.

Q. Do you know whether the employees did raise money in the form suggested by the motion or not?

A. Yes, sir, I do.

Q. How do you know that?

A. Well, part of it was paid at the meeting, and part of it was collected by different girls. Some of it was right away, and others waited until their pay day to pay it.

Q. Do you know whether the employees raised money in any other way except this collection of 50 cents apiece?

A. That is all I know of.

Q. Did you ever know of a meeting of the union, Mrs. Stites, to be followed immediately, in the same room, by the same people, by a meeting of the Loyalty League?

A. No, sir.

Q. Did you ever know of a meeting of the Loyalty League to be followed immediately, in the same room by the same people, by a meeting of the union? A. No, sir.

Q. Did you attend all of the union meetings in the year 1937?

[fol. 2648] A. To the best of my recollection, I have.

Q. Did you ever hear any employee down at the plant complain, either secretly, or otherwise, that he or she was being coerced into joining the Donnelly Garment Workers' Union? A. No, sir.

Q. Are you or are you not at the present time satisfied with the Donnelly Garment Workers' Union as your bargaining representative? A. I am satisfied.

Q. Did you have knowledge of the disturbances down at the Gordon, Gernes, and Missouri Plants in the spring of 1937? A. Yes, sir, I did.

Q. What was the effect on the Donnelly Garment Company employees of these disturbances at the Gordon, Gernes and Missouri plants in the spring of 1937?

[fol. 2649] A. We had been reading all of these articles in the paper about the strikes over there—

A. (Continuing) —and we had talked to a lot of the girls, and a lot of them had been talked to by people who worked over at these other plants, and of course we were told that they were coming over to our plant—the expression they used was “to get us next.” And there was quite a bit of fighting over there, and tearing of clothes off. [fol. 2650] Naturally, we felt we needed some protection of some kind.

Mr. Langsdale. I ask that all of that part of the answer about what had been going on over there be stricken out as not responsive to the question.

Trial Examiner Batten. It may be stricken.

Trial Examiner Batten: Did anybody threaten you, personally?

A. No.

Q. Did anybody ever threaten to beat you up? A. No.

Q. So, all you know, then, is what you read in the papers and heard somebody else say; is that it?

A. I talked to girls who had worked over at the Missouri and Gordon garment factories—

Q. (Interrupting) I say, all you know is what somebody told you, then? A. That is right.

Mr. Tyler: You talked to people who told you they had met with violence at the Gordon and Gernes plants?

Trial Examiner Batten. Now, I think I have indicated all through this hearing that I am not going into those matters, Mr. Tyler.

Mr. Tyler. Then, intervener joins in the same offer of proof on this matter just offered by the respondent.

Trial Examiner Batten. You mean page 5, Mr. Tyler? [fol. 2651] That is the page that applies to this matter.

Mr. Tyler. Yes.

Trial Examiner Batten. With reference to the offer on page 5, it will be refused.

Mr. Tyler. And also, repeat the offer of proof which intervenor made on the same subject heretofore.

Trial Examiner Batten. The offer is refused. In order to identify that, the respondent's offer of proof has been marked 1-JJJJ, and you are now referring to the fifth page of that?

Mr. Tyler. Yes, sir.

(Thereupon the offer of proof above referred to was marked "Board's Exhibit No. 1-JJJJ.")

By Mr. Tyler:

Q. Mrs. Stites, did any officer of the company, or representative of officers of the company, tell you about these things you have said you heard about, or did you hear them from other people?

Mr. Langsdale. I object to that as immaterial.

Trial Examiner Batten. Objection sustained.

[fol. 2652] Trial Examiner Batten. Mr. Tyler, did you intend by your questions to cover the same matters Mr. Stottle did with respect to his offer of proof, pages 1 to 4? I don't think you did.

Mr. Tyler. I will join in the same offer of proof the respondent made, pages 1 to 4, as well as 5.

[fol. 2653] By Mr. Leary:

Q. Were you employed at the plant continuously through the year 1937? A. Yes, sir.

Q. Did you attend all meetings of all employees of a general nature held that year?

A. To the best of my knowledge, I did.

Q. What was the first one you attended that year? I will include the Athletic Association, the Loyalty League, and so forth.

A. We had a Loyalty League meeting—I can't tell exactly the date—that year.

Q. What is your best judgment as to the date?

A. I can't say.

Q. You have some judgment about it, don't you?

A. Not as to that date, no.

Q. You know nothing at all about it?

A. I don't remember anything at all about the date. I know we did have a meeting.

Q. Was that the first meeting of the employees that year that you attended? A. I wouldn't say.

Q. Do you remember specifically the first meeting you attended? A. No, I don't.

Q. No incident is outstanding in your mind now that [fol. 2654] would tend to identify that meeting for you?

A. Well, I do know we had a meeting in April, 1937.

Q. What date was that?

A. The first—we had a meeting of employees in March, the 18th.

Q. I want the date of this Loyalty League meeting in April.

A. I can't remember the date of the Loyalty League meeting. I know we had a meeting, but I don't remember the date.

Q. What was the approximate date in April?

A. I don't know.

Q. Who presided at the meeting?

A. I believe a Mrs. Gray did, as well as I can remember it.

By Trial Examiner Batten:

Q. Who was that?

A. Mrs. Gray.

Q. Presided, you say?

A. Yes.

By Mr. Leary:

Q. Where did this meeting take place?

A. I believe that meeting was on the third floor.

Q. Where on the third floor?

A. Well, it was just an open space there then. There was nobody using that part of the building.

Q. The third floor, you say?

A. It was either the third floor or the second floor. I wouldn't be positive about that.

Q. What is your best judgment?

[fol. 2655] A. I am not positive.

Q. I am not asking you to be positive. What is your best judgment?

A. I wouldn't say.

Q. You haven't any judgment?

A. Not concerning that.

Q. What was the subject of that meeting?

A. I don't remember.

Q. You have no idea at all?

A. No.

Q. How do you place that meeting as having taken place in April, 1937?

A. I wouldn't say that the meeting took place in April.

Q. It might have been March?

A. I know we had a Loyalty League meeting in 1937.

Q. Might it have been in March?

A. No, sir, I can't say.

Q. Might it have been in May?

A. It might have been any time. I don't remember.

Q. Why did you answer that it was in April?

Mr. Ingraham: She didn't answer that it was in April.

Mr. Leary: She did.

Trial Examiner Batten: Just a minute. She said she thought it was in April.

Mr. Ingraham: I understood her to say there was a [fol. 2656] meeting of employees in April, and then she said, "I don't know when the Loyalty League meeting was."

Trial Examiner Batten. She said the employees' meeting was in March. I think that is what she said. Irrespective of what she said, go ahead, Mr. Leary.

By Mr. Leary:

Q. At this meeting you are talking about where Mrs. Gray presided, who called that meeting?

A. I don't know.

Q. Was it a Loyalty League meeting?

A. It was.

Q. Is it your testimony, or was it your testimony that it was held in April?

A. It was not.

Q. What is your testimony now as to the time the meeting was held?

A. I don't remember when the meeting was held. All I remember, I know we had a Loyalty League meeting. We have had several.

Q. How do you know that? What places it in your mind?

A. I can't answer that.

Q. Now that you have been thinking about it, do you believe you could tell when the first meeting was you went to with all of the other employees of the company in the year 1937?

A. I wouldn't say which was the first meeting in 1937.

Q. How many meetings of employees did you attend in 1937?

A. I expect I attended several.

[fol. 2658] Q. Will you name the dates of the eight meetings, or thereabouts, that you attended in 1937?

A. Well, we had a meeting around, I would say, the middle of March, one the latter part of March, and we had one in April, and our regular union meetings after that were on the first Tuesday in every month.

[fol. 2659] By Mr. Leary:

Q. How many meetings did you attend in 1937 where Rose Todd presided?

A. Oh, I would say five or six.

Q. What was the date of the first one?

A. I believe it was in March.

Q. What date?

A. Somewhere around the middle of March.

Q. The 13th?

[fol. 2660] By Mr. Leary:

Q. How did you establish the date of the meeting which you say took place some few days after March 27?

A. I don't understand that question.

Q. Is it your testimony that a meeting did take place some few days after March 27? And, by the word "few" I mean within three to six or seven days.

A. I don't remember saying that.

Q. Is your testimony now that no such meeting took place?

[fol. 2661] A. I wouldn't say that.

Q. I am referring to the year 1937. You understand that?

A. Yes, sir.

Q. And you say, then, that from March 27 on for the next six to ten days there were no meetings?

A. I didn't say that.

Q. What do you say?

A. I don't understand your question, what you want me to answer.

Q. What do you say as to whether or not there was a meeting held from the 25th of March on?

A. After our union was formed we had a meeting the first Tuesday in every month. That is as near as I can give you the date.

Q. What do you say as to whether or not there were any meetings of employees, including the Nelly Don Athletic Association, the Loyalty League, the Donnelly Garment Workers' Union, and so forth, from March 25 on? Name the first one.

A. From March 25, did you say?

Q. Yes.

A. Well, the latter part of March the employees had a meeting.

Q. How do you establish that meeting as having taken place in the latter part of March?

A. How?

[fol. 2662] Q. Yes.

A. Well, for the reason that all of this trouble was going on about the strike. We had been reading a lot about it, and we were concerned about our own welfare, and the meeting was called to see what could be done about it.

Q. How do you fix that as being in the month of March?

A. Because all of this trouble was taking place in the month of March.

Q. Did you attend any meetings the first week in April?

A. I might have. I don't remember the date.

Q. Did you attend any the second week of April?

A. I don't remember the date.

Q. Did you attend any in the third week of April?

A. Not that I remember.

Q. Did you attend any the fourth week of April?

Mr. Ingraham: Your Honor, the witness has testified—

Mr. Leary (Interrupting). Just a minute. He is going to put the answer in her mouth this time.

Trial Examiner Batten: She may answer as to whether she attended a meeting on certain dates. When your turn comes you may clarify anything about that, Mr. Ingraham.

Mr. Ingraham: I think it is an unfair examination.

Trial Examiner Batten: What is unfair about it?

Mr. Leary: I submit, Mr. Examiner—

Trial Examiner Batten: Just a minute.

[fol. 2663] Mr. Ingraham: The witness has stated when she attended a meeting the latter part of April, and now counsel—

Mr. Langsdale (Interrupting): And I say that is the worst kind of suggestion.

Trial Examiner Batten: She testified she attended a meeting on April 27, which would be the fourth week of April.

Mr. Ingraham: So, now, counsel says, the first week, the third, or the fourth week—

Trial Examiner Batten: Of course there is no point now in having the witness answer the question.

Mr. Leary: No. The entire effect of it is lost.

Mr. Ingraham: I do not think that kind of examination is good.

Trial Examiner Batten: I don't see any objection to her saying when she attended the meetings.

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[fol. 2664] By Mr. Leary:

Q. Who took the minutes of this meeting you attended late in April?

A. Marjorie Green.

Q. You are sure of that now?

A. Well, she was sitting on the platform in front of all of us.

Q. Writing down in a stenographer's notebook?

A. Yes, sir.

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By Mr. Langedale:

Q. Mrs. Stites, are you married?

A. Yes, I am.

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[fol. 2665] Q. Who employed you, Mrs. Stites?

A. Mrs. Hyde.

Q. Ella Mae Hyde, who sits back here?

A. Yes, sir.

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[fol. 2666] Q. Were you at the organization meeting of the Loyalty League?

A. Yes, sir.

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A. Well, I don't remember the year.

Q. Mrs. Cray presided at that meeting, the organization meeting?

A. I believe so.

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By Mr. Langedale:

Q. Where was that meeting had, if you recall?

A. Well, it was either on the second or third floor. I wouldn't be sure.

Q. Of the plant where the Donnelly Garment Company [fol. 2667] did business?

A. Well, that was a vacant floor at the time.

Q. I know, but in the same building? A. Yes, sir.

Q. Now, did you hear the constitution read at that meeting of the Loyalty League? A. No, sir, I didn't.

Q. Well, let me call your attention to Board's Exhibit 2, which is an issue of the "N.D.A.A."—I think that is the Nelly Don Athletic Association,—February 13, 1935, and call your attention to this paragraph where I have my thumb (indicating). It says "Cards were passed out

and 900 joined." Do you remember that event, that cards were passed out to 900 employees, and all but 11 were signed and returned? Do you remember that happening?

A. I do.

Q. And "Because of the overwhelming response, a constitution was drafted and a mass meeting called for February 8." Do you remember that?

A. I don't remember about the constitution.

Q. Well, you say there was or wasn't one drafted?

A. Not to my knowledge.

Q. It says "Mrs. Gray opened the meeting with an account of what had been done and will be done. She displayed a drawing of a tentative pin and explained [fol 2668] the meaning of the word 'Loyalty'."

Do you remember that? A. Yes, sir.

[fol. 2668] Mr. Stottle: Mr. Examiner, the respondent has objected to questions concerning the Loyalty League, and all matters that took place prior to the Wagner Act. It is understood we have a continuing objection to these questions?

Trial Examiner Batten: Well, what was your understanding the other day?

Mr. Stottle: I thought we did have as to the Loyalty League matters.

Trial Examiner Batten: I think the record will show.

Mr. Lane: The intervener has not made an objection to this specifically, for the reason that we assumed we had an objection to questions along that line.

Trial Examiner Batten: Well, I presume the record will show.

Mr. Lane: That is why we have not made a specific objection.

[fol. 2670] Q. Do you know whoever had been the Loyalty League representative in your department?

A. Well, yes.

Q. Who was the Loyalty League representative in 1937, at the time of this March 18th meeting?

A. I believe the one in our section, I believe it was Mrs. Martha Armstrong.

Q. Armstrong or Ormsby? A. Armstrong.

Q. She was your representative at the time of this March 18th meeting, in 1937, was she?

A. Well, I couldn't say.

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[fol. 2671] Q. Now, Miss Todd presided at the meeting of March 18, 1937, did she not? A. I believe she did.

[fol. 2672] Q. And she was president of the Loyalty League then, Miss Todd was?

A. I believe she was.

Q. Do you remember who your instructor was on April 27, 1937?

A. I believe it was Ada Vining.

Q. That is, April 27, 1937?

A. Now, I wouldn't be positive about that, because we had a change along there some time or other.

Q. Well, was Ada Vining present at the meeting of April 27, 1937? A. Yes, sir.

Q. That is when the union was formed. That is the date of the formation of the union, wasn't it?

A. Yes, sir.

Q. Now, what other instructor did you have about that time besides Ada Vining? A. Mrs. Lola Skeens.

Q. And was she present at that time?

A. Yes, sir.

Q. Do you remember that your instructor said "Now, we girls will all stay together and go to the meeting together", the April 27th meeting?

A. No, I don't remember anything like that.

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[fol. 2675] LYNN DAVIS, a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Stottle:

Q. State your name, please. A. Lynn Davis.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed by the Donnelly Garment Company?

A. Ten years.

Q. In what capacity are you employed there?

A. I am an operator.

Q. Have you been an operator during this entire period? A. Yes, I have.

Q. What type of operation do you do?

A. I am a binder and I do some straight sewing.

Q. Did you attend a meeting of employees on March 18, 1937? A. I did.

Mr. Stottle: Mr. Examiner, you indicated to me that you didn't want us to continue with that line of testimony.

[fol. 2676] Trial Examiner Batten: Yes, I think unless some testimony appears later in the proceedings with respect to the March 18th meeting, I see no need of continuing to have these people testify about that meeting.

Mr. Stottle: Well, I will ask the question, and you can exclude it if you want to, and then that would raise the issue.

Mr. Stottle: Mrs. Davis, did you hear any statement made at the March 18th meeting by Mrs. Reed or any-

one else that she wanted the names of the Donnelly Garment Company employees reported to her or reported to the management of any employees who belonged to the International Ladies' Garment Workers' Union?

Mr. Leary: I object to that as cumulative.

Trial Examiner Batten: Sustained.

Mr. Stottle: Did you hear Mrs. Reed state that she would never let the International Union into her plant?

Mr. Leary: Same objection.

Trial Examiner Batten: Sustained.

Mr. Stottle: Mr. Examiner, we haven't prepared an offer of proof on that point, but we will prepare an offer of proof as to this witness and other witnesses on that subject.

Trial Examiner Batten: Well, I would suggest, Mr. Tyler, that you prepare it. Then you may offer it and as [fol. 2677] I arranged in the other instance, you may attach a list of people if you want to, and it will not be necessary to bring all those people here in order to make your offer.

Mr. Stottle: All right.

By Mr. Stottle:

Q. Mrs. Davis, are you a member of the Donnelly Garment Workers' Union? A. P. am.

Q. Did you attend the meeting of April 27, 1937, at which that union was formed? A. I did.

Q. I will ask you to state whether that meeting took place during working hours or after working hours.

A. It took place after working hours.

Q. Did you go down in your uniform or did you change to your street clothes? Do you remember?

A. I don't remember at that particular meeting. I do sometimes.

Q. You sometimes go to meetings in your uniform?

A. I do.

Q. Were any officers or executives of the Donnelly Garment Company, or supervisory officials like Mrs. Reeves or Mr. Baty present at the April 27th meeting at the time the union was organized? A. Not that I saw.

Q. Do you remember the occasion of a meeting the [fol. 2678] latter part of March, or the first few days in April, a meeting of employees at which contributions of 50 cents apiece were taken up to help pay lawyers?

Mr. Langsdale: I object to the question as leading and suggestive. They are not taking any chances whatever upon the witness' memory.

Trial Examiner Batten: Well, I don't think there have been any objections sustained thus far that I know of about questions. This witness may be examined with respect to this meeting, and then after this witness, I see no need of any further witness about this particular meeting.

By Mr. Stottle:

Q. Well, do you remember a meeting at which donations of 50 cents were taken up from employees or at least, it was voted to do that? A. Yes, I do.

Q. You were at that meeting? A. Yes, I was.

Q. Now, was that meeting held towards the latter part of March or the first of April, or when was it held?

A. Well, I don't remember just exactly the date of it; probably the last day in March, or maybe the first of April. I don't remember for sure.

Q. Did you contribute 50 cents for that purpose?

A. I did.

Q. Did you pay it at that time, or later, do you recall? [fol. 2679] A. I think I paid mine that night at the meeting.

Q. Did you observe other employees paying their 50 cents at that time? A. Yes, I did.

Q. Were there quite a number of them, or just one or two?

A. Well, I don't remember how many. I know there was several people down there giving their 50 cents, and some of them were waiting until a later time.

Q. Mrs. Davis, tell us as briefly as you can what took place at this meeting on April 27th, at which this union was organized, as far as you can remember.

A. Mr. Tyler was at this meeting, and told us in what manner that we might organize a union, and if the employees so desired,—and it was voted that we would form a plant union. Miss Todd was there, and there was a vote taken as to whether Miss Todd should appoint a nominating committee, and it was voted upon that she should. She appointed this nominating committee, and they were to select nine persons to represent the employees. They left the room, and while they were gone, there were cards passed out among the employees to sign. They could sign them after the meeting there or they could take them home with them and talk it over with anyone that they wished, as to whether they would like to sign them or not. On this card, it was something to the effect that "I hereby wish to become a charter [fol. 2680] member of the Donnelly Garment Workers' Union."

This nominating committee returned to the room and they had selected nine or ten persons, I am not positive, to represent the employees. These people were voted upon and they were elected.

[fol. 2681] Q. Were officers elected at that meeting, or later, do you know?

A. Yes, they were, at that meeting.

Q. Now, Mrs. Davis, are you a member of the Loyalty League? A. Yes, I am.

Q. When did you join that?

A. Well, I don't remember.

Q. Was it at the time of its original formation or some time later?

A. It was at the time of its original formation.

Q. Have the Loyalty League and the Donnelly Garment Workers' Union been merged into one organization, Mrs. Davis? A. They have not.

Q. Is the Loyalty League still in existence at the Donnelly plant? A. It is.

Q. Did you gain any impression from any announcement that the Donnelly Garment Workers' Union was just to be a continuation or successor to the Loyalty League?

A. No, I did not.

Q. What is the nature of the activities of the Loyalty League? A. Purely social.

Q. Did you ever hear of that League attempting to make bargaining agreements with the company on behalf [fol. 2682] of its members as to working hours and things like that? A. No, I have not.

Q. Do you pay any dues to the Loyalty League?

A. We did.

Q. How does it raise any money that it might need to raise? A. By dances, carnivals, or such as that.

Q. During the period that you belonged to it, do you recall whether it gave quite a number of dances or other parties? A. Yes, we have.

Q. Have you attended some of those? A. Yes.

Q. Mrs. Davis, do you remember who took the minutes at the first meeting of the Donnelly Garment Workers' Union, the April 27 meeting?

A. No, I don't remember who took them.

Q. Have you attended other meetings of the Donnelly Garment Workers' Union since that time?

A. Yes, I have.

Q. When do they hold their meetings, or when are they supposed to hold their regular meetings?

A. The first Tuesday in each month, I think, has been designated for that.

Q. Have they been holding those meetings with some regularity since the formation of the union?

A. Yes, they have.

[fol. 2683] Q. Have you attended most of those meetings, or how many?

A. Well, not every one, but most of them.

Q. What time of day are those meetings of the Donnelly Garment Workers' Union held?

A. 5 o'clock or 5:15.

Q. That is, it is after working hours? A. Yes.

Q. I will ask you whether any instructor or any officer or other person directed you to join, or to go to the April 27 meeting when the Donnelly Garment Workers' Union was formed. A. They did not.

Q. Your action in going there was voluntary?

A. Yes, it was.

Mr. Stottle. Now, Mr. Examiner, I would ask certain questions along that line, but I will make an offer of proof on it.

Trial Examiner Batten. I presume this young lady's name will be included in the list attached to that offer?

Mr. Stottle. That is right. And the same thing is true with reference to the strikes and other information.

Cross-Examination.

By Mr. Patten:

Q. Mrs. Davis, how do you identify the meeting of March 18 referred to here? You have in mind apparently [fol. 2684] what is referred to as the March 18 meeting. How do you know that meeting was held on March 18?

A. Well, I know that we were very undecided as to what we might be able to do and what kind of protection we might be able to have.

Q. What was the chief topic of discussion at that meeting?

Mr. Ingraham. Just a minute, please.

Did I understand the Examiner to rule that, as far as the March 18 meeting is concerned, he is not going to allow any more testimony with regard to that meeting?

Trial Examiner Batten. By that, of course, I didn't mean to exclude the testimony of the present witness.

By Mr. Patten:

Q. Did any of the employees talk at that meeting, other than Rose Todd? A. Yes, I think they did.

Q. Do you remember the names of any of them?

A. I don't believe I do.

Q. Were you in a group that went to see Director Higgins? A. I was not.

Q. Were you in any group that called on Mrs. Reed?

A. No, I was not.

Q. Was the meeting of March 18, a Loyalty League meeting, according to your understanding?

A. No, it was not.

Mr. Patten. That is all.

[fol. 2685] By Mr. Leary:

Q. What does Rose Todd do at the plant?

A. I don't know what her duties are.

Q. Have you any idea? A. No.

Q. Don't you ever see her around there? A. Yes.

Q. What does she do when you see her?

A. Oh, occasionally I see her around over the building, in the cafeteria during the lunch hour.

Q. During working hours do you ever see her?

A. She is on our floor sometimes.

Q. On what floor do you work? A. Eighth floor.

Q. How often is she on the eighth floor?

A. I don't know.

Q. When she was on the eighth floor what was she doing?

A. There was nothing special that she was doing. I would probably just see her as she came into the department on the eighth floor.

Q. Did you ever see her doing any work on the eighth floor?

A. Well, I am usually busy. I don't watch what she is doing on the eighth floor. I don't know what she does.

Q. Have you ever seen her do any work on the eighth floor?

A. What do you mean, work? What kind of work? No, I haven't.

.

[fol. 2686] Q. Who told you to go to the March 18 meeting?

Mr. Stottle. Mr. Examiner, you excluded respondent's questions to this witness as to the March 18 meeting, and I don't believe she should be permitted to testify to it in answer to other persons' questions.

Mr. Leary. I don't believe he did in this witness' answers exclude the March 18 meeting. Mr. Patten was examining her on the March 18 meeting.

Trial Examiner Batten. I permitted Mr. Patten to go ahead with it, thinking I had permitted her to answer your questions, Mr. Leary. I sustained the objection to it, did I?

Mr. Stottle. To one or two objections.

Trial Examiner Batten. On the March 18 meeting?

Mr. Stottle. Yes.

Trial Examiner Batten. My thought was, I said this [fol. 2687] would be the last witness on the March 18 meeting.

I did sustain your objection, did I not, Mr. Leary?

Mr. Leary. I would rather be bound by the record. I, frankly, can't tell you now.

Trial Examiner Batten. I made a note for you to make an offer. Do you remember definitely that I did, Mr. Stottle?

Mr. Stottle. I remember you sustained it. And I remember saying I would make an offer.

Trial Examiner Batten. If that is the case, I will have all of the testimony with respect to the March 18 meeting stricken out.

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[fol. 2688] Mr. Patten. As I said before, there are a number of points about the March 18 meeting that have not been touched upon in this hearing, and the intervener feels it is important to bring those out in the testimony. On the three questions that you sustained the objection to, as asked by Mr. Stottle, those points have been covered several times.

Trial Examiner Batten. But, as I understood, the objections and Mr. Stottle's offer of proof go to an offer of proof covering the March 18 meeting. Isn't that right, Mr. Stottle?

Mr. Stottle. I had understood you wanted us to do it that way.

Trial Examiner Batten. In other words, when I said put it in an offer of proof I wasn't limiting it to these two specific questions.

Mr. Stottle. I didn't understand you were, or I would have asked more questions.

Trial Examiner Batten. But Mr. Patten apparently understood me to mean these two objections.

Mr. Patten. The objection was that they were repetitious and cumulative, as I understood it; and I understood the further testimony would be so confined.

There are points about that March 18 meeting that have not reached you at all, and I think if intervener wants to bring those points out it would be [prejudicial for us to be required to do it merely by an offer of proof.

[fol. 2690] Trial Examiner Batten. I am not going to require you to do it by an offer of proof, if there is something that has not been brought out, but I would very much prefer, if you have no objection, that when the intervener puts its case on you put your own witnesses on on that matter rather than do it through the witness which is presented by the respondent. I am not telling you you must do that, but it seems to me it would be better from the standpoint of your case.

Mr. Patten. Sometimes the respondent uses the same witness the intervener intends to use.

Trial Examiner Batten. That is true, but I didn't want to complicate this matter of an offer of proof with the matter of the March 18 meeting.

Mr. Patten. Then, your suggestion would be that we recall the witness when we get to our case if there is some such matter we want to take up?

Trial Examiner Batten. You may ask the questions now and I will rule on them, if you want to. I merely suggested that so that you do not get the thing mixed up with the respondent's position.

I have talked this matter over with Mr. Stottle and Mr. Ingraham, of presenting all of the witnesses which they would like to present in order to make a record on these matters which may be cumulative, and I assume they are now presenting these witnesses in accordance with the [fol. 2691] discussion we have had, but you may go ahead, if you want to, and I will rule on yours now.

Mr. Patten. I suggest, as to the questions I have already asked this witness, and she has answered, they are not questions that are cumulative, and that the ruling be allowed to stand on those.

Trial Examiner Batten. I will have the reporter read them back.

(Thereupon Mr. Patten's cross-examination of this witness was read by the reporter.)

Trial Examiner Batten. I don't see any objection to permitting those questions to stand. I don't see anything new there, particularly, but it may stand as it is.

(By Mr. Leary) Who advised you that the April 27 meeting was to be held?

A. I don't remember any certain person.

Q. Who told you that the May 11 meeting was to be held? A. Nobody told me about a meeting.

Q. Did you go to a meeting on May 11?

A. Not that I remember of.

Q. Did you go to a meeting where they were talking about Donnelly Garment Workers' Union pins?

A. I don't believe I did.

[fol. 2692] By Mr. Langsdale:

Q. Are you married? A. Yes, I am.

Q. Who was in charge of the employment office when you went to work at Donnelly's?

A. Mrs. Hyde employed me.

Q. Mrs. Ella Mae Hyde, who sits here in the courtroom? A. Yes.

[fol. 2693] Q. Do you remember what section you were working in on the 27th of April, 1937, when the Donnelly Garment Workers' Union was formed?

A. No, I don't remember.

Q. Do you remember who your instructor was at that time, April 1937? A. No, I am not sure who it was.

MRS. CLARIS MARTIN,

a witness called by and on behalf of the respondent, was examined and testified as follows:

Direct Examination.

By Mr. Stottle:

Q. Give your name to the Examiner.

A. Claris Martin.

[fol. 2694] Q. You live in Kansas City, Mo.?

A. I live in Johnson County, Kans.

Q. Are you employed by the Donnelly Garment Company? A. Yes, sir.

Q. How long have you been employed by that company? A. Thirteen years.

Q. In what capacity are you employed by them?

A. I am an operator.

Q. Have you been an operator during that entire period?

A. Well, yes. There have been times when I inspected, during slack seasons, but that was a long, long while ago.

Q. Are you married? A. Yes, sir, I am.

Q. Do you remember the occasion of the meeting at which the Donnelly Garment Workers' Union was formed?

A. Yes, sir. The April 27 meeting.

[fol. 2695] Q. What date did you give?

A. April 27th.

Q. 1937? A. Yes, sir.

Q. Did you attend that meeting? A. Yes, sir, I did.

Q. I will ask you to state whether that meeting was during working hours or after working hours?

A. It was immediately after working hours.

Q. Did you attend the meeting in your uniform, or did you change to your street clothes first?

A. I attended in my uniform.

Q. Have you attended other meetings of employees or of the union after working hours in your uniform?

A. Yes, sir.

Q. Will you give the reason why you would attend in your uniform rather than your street clothes?

A. Well, there have been meetings where we have attended and tried to dress, and people coming down from various departments and getting off at different hours, I know at one particular meeting, we missed half of the meeting because there was a congestion in the dressing room. People couldn't get in and they couldn't get out, because the company had arranged these various hours of starting work and getting off of work to take care of that jam in the dressing room, and so, after about once or twice [fol. 2696] losing time like that, we decided they had better go down in their uniforms.

Q. It is a matter of convenience, then, to do that way?

A. Very much so.

Q. I will ask you to state, Mrs. Martin, briefly, as you remember it, what occurred at this meeting of April 27th at which the union was formed?

A. Well, there had been meetings preceding that one, and at this particular meeting I believe Hobart Atherton and Rose Todd had gone and talked with Mr. Tyler, and I believe that was what Rose said when she introduced Mr. Tyler, and that she believed he was in a position to explain to us more clearly what we could do, or should do, if we were in a position to be afraid, and we all were afraid. So Mr. Tyler talked with us, told us what courses were open, and that he believed if we had this plant union, that no outsider would be able to come in and tell us what we had to do, and it was common opinion at that time, the newspapers and radios and everything else were filling the public with fear of strikes and losses of jobs, and things like that, as well as terror.

Q. Were cards passed out?

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[fol. 2697] **By Mr. Stottle:**

Q. Mrs. Martin, were cards passed out at that meeting for the purpose of joining the union, if you chose to do so?

A. Yes, sir, they were.

Q. Was there any announcement made as to whether you had to sign those cards or didn't have to?

A. Yes, sir, there was an announcement made that we didn't have to sign those cards unless we wanted to, and if we wanted to sign at that particular time, we could. If we wanted to take them home and talk the matter over with our husbands, or family, that was permissible.

Q. Do you recall who made that announcement?

A. I would say Mr. Tyler, because he was taking charge of that particular meeting. There had been no officers elected at that time.

Q. Did you sign your card at that meeting?

A. Yes, sir, I did.

[fol. 2698] **Q.** Do you recall whether a bargaining committee and officers were elected at that meeting?

A. Yes, sir, I believe they were.

Q. Do you recall the procedure that was taken to elect the officers and bargaining committee?

A. Well, I know that a nominating committee was appointed, and that they went outside, I believe, and came back in with name that were submitted, and those people left the room that were voted upon.

Q. And were they elected as a result of that vote?

A. Yes, sir. They were.

Q. Did you observe any officers of the company or any of the executives such as Mr. Baty, or Mrs. Reeves, at that meeting?

A. No, sir, I didn't.

Q. Did any official of the company or any supervisory employee direct you to go to that meeting, Mrs. Martin?

A. No, sir. That was just passed down the line of machines.

Q. Did you go of your own free will then?

A. Yes, sir, I did.

Q. Are you a member of the Loyalty League?

A. Yes, sir.

Q. When did you join that organization?

A. Well, I don't recall when I joined, because I don't believe that I was working when it was organized.

[fol. 2699] Q. You joined some time after it was organized? A. After that.

Q. Is the Loyalty League and the Donnelly Garment Workers' Union the same organization?

A. No, sir, they are not.

Q. Did you gain the impression from anything that was said at the April 27th meeting, or any other meeting, that the Donnelly Garment Workers' Union was taking over the Loyalty League?

A. No, sir. It has always been quite clear in my mind that they were two separate things.

Q. What is the nature of the Loyalty League?

A. It is a social organization; sponsors dances and parties.

Q. Have you attended any of the parties or dances of the Loyalty League?

A. Yes, sir, I have.

Q. Did you ever hear them discuss union matters at any of these meetings?

A. No, sir, I have never attended any of their meetings; just their social affairs.

Q. Do you now whether the Loyalty League does have meetings in addition to the actual dance or social affair?

A. I suppose they do, because it is a club, but I am indirectly in it. I belong, but I have very seldom attended. It is for parties and social activities. I have other interests. [fol. 2700] Anything that doesn't appeal to me, I don't take an active part in.

Q. Have you attended meetings of the Donnelly Garment Workers' Union?

A. Yes, sir.

Q. Since the organization?

A. Yes, sir, I have.

Q. How often do they hold meetings, approximately?

A. They hold them once a month.

Q. Have you been going to those meetings regularly, or practically so?

A. Well, I haven't attended every meeting, but a majority of them I have.

Q. Did you ever see any executives of the company at any of those meetings?

A. No, sir, I haven't.

Q. Do you know of any way in which the executives or supervisory employees, like Mr. Baty, or Mrs. Reeves, have participated in the affairs of the Donnelly Garment Workers' Union?

A. No sir, not to my knowledge.

Q. Do you know of any financial support that they have given to the union? A. No, sir.

Q. Do you know of any money that the company itself has paid to the union?

[fol. 2701] A. No, sir.

Q. For its support? A. No, sir.

Q. Mrs. Martin, are you satisfied with the bargaining committee and the union as your representative as a bargaining committee?

A. Yes, sir, I am, quite definitely.

Q. Have you always been satisfied with it since the organization of the union? A. Yes, sir.

Q. Have you had any complaints that have been adjusted or not?

A. In our department, you mean?

Q. Any complaints as to personal complaints as to not receiving high enough piece work prices, or anything of that nature that you have complained to the union about?

A. No, sir, I don't believe that I have.

Mr. Stottle: Mr. Examiner, with the same understanding as to offers of proof on domination; free will and violence, and so forth, we rest on this witness.

Trial Examiner Batten: Well, of course, as far as I know, there will be no restrictions as to the names you shall include.

Mr. Stottle: No, I just wanted it understood, since she was here, that the reason I haven't asked the questions [fol. 2702] is because I intend—

Trial Examiner Batten (interrupting): I even said you didn't have to have them here to make your offer, didn't I?

Mr. Stottle: That is right.

Trial Examiner Batten: Mr. Patten.

Cross-Examination.

By Mr. Patten:

Q. Are you Miss Martin or Mrs. Martin?

A. I am Mrs. Martin.

Q. Do you know any employee of the Donnelly Garment Company that—or the Donnelly Garment Sales Company—that has complained that they didn't like the Donnelly Garment Workers' Union?

A. No, sir.

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

Mr. Leary: I move that the answer be stricken.

Trial Examiner Batten: Stricken.

Mr. Patten: Have you ever heard any employee complain that they didn't want to join the Donnelly Garment Workers' Union?

A. No, sir.

Mr. Leary: I object to that as calling for hearsay, and also, that it is immaterial.

Mr. Patten: I asked what she heard.

[fol. 2703] Trial Examiner Batten: I will sustain the objection. It is immaterial, and I will overrule the matter of hearsay.

Mr. Leary: I move the answer be stricken.

Trial Examiner Batten: It may be stricken.

By Mr. Patten:

Q. Have you ever heard of any employee being coerced or pressure being brought to bear on any employee?

A. No, sir.

Q. To lead such employee to join the Donnelly Garment Workers' Union? A. No, sir.

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: You may answer. What was your answer?

The Witness: No, sir.

By Mr. Patten:

Q. Are you now satisfied with the Donnelly Garment Workers' Union Committee as your bargaining agent?

A. I am, sir.

Q. Do you know of any employee that is dissatisfied with the committee of the Donnelly Garment Workers' Union as their bargaining agent?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

The Witness: May I answer that question?

[fol. 2704] Trial Examiner Batten: No.

Mr. Patten: Are you afraid of the International Ladies' Garment Workers' Union?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Sustained.

Mr. Patten: Were you afraid of that union in the spring of 1937?

Mr. Leary: Same objection.

Trial Examiner Batten: Same ruling.

By Mr. Patten:

Q. Do you recall a meeting of March 18, 1937?

A. Yes, sir, I do, sir.

Q. Were you present? A. Yes, sir.

Q. Do you recall who spoke? A. Yes, sir, I do.

Q. Who?

A. I can't recall every one. I may not know all of their names, but I know that Hobart Atherton spoke at that meeting; and I know that two of the operators from the eighth floor spoke, and I know that I spoke, myself.

Q. You spoke, yourself? A. Yes, sir, I did.

Q. What was the substance of what you said?

Trial Examiner Batten: I don't know whether I asked this question once before, but, of course, you are representing the Donnelly Garment Workers' Union, and it wasn't organized on March 18th, and all the testimony, the questions which you have asked, and the respondent, have gone to indicate there was absolutely no connection between the two.

What is the interest of the intervener in the meeting of March 18th?

Mr. Patten: We want to show that we think it is most material to this case; that one of the reasons for forming the union, that led the organization to union, was the anxiety and fear and hysteria of all these employees down there over what might happen to them if they didn't get protection in some manner, shape or form; that meeting, in our theory, the meeting of March 18th, was the production of this fear and hysteria.

Several of the employees spoke there. We think that what she said will go a long ways in convincing the Examiner that the union was the product of this fear, this desire for protection, and in so far as that is shown to be the fact, it will negative any possible inference that the union is the product of company influence.

Trial Examiner Batten: And you mean that that fear, and so forth, and the meeting of March 18th, was sort of a prelude to the meeting of April 27th?

Mr. Patten: No, not that this meeting had anything to do with the meeting of April 27th, but that the state of

[fol. 2706] mind existed on March 18th that later bore fruit in the meeting of April 27th.

[fol. 2710]- A. (Continuing) I said at this meeting that these people were coming in and promising a lot of things that they couldn't fulfill; that they were people from the East who were coming in and trying to organize the people in the Middle West, and the conditions were absolutely not the same; that I had been in New York City a few years before, and that at that particular time the people who operated the same kind of machines that I operate here were striking for an outrageous sum of money, and it was very noticeable to me, because I did that kind of work here, but after I had been in New York City for two or three weeks and learned what it cost to eat and to live in New York City, that there was no comparison, and that in my mind these people had no business coming in and trying to tell us to do it, and I further said that I wouldn't let them come in and tell me what I would do or what I wouldn't do; that if I was satisfied, I wanted to stay just as I was; that I had worked for the Donnelly Garment Company for a good many years, and I was always free to leave at any time that I wanted to, or come back [fol. 2711] when I wanted to, and that I was perfectly satisfied.

By Mr. Patten:

Q. Now, do you remember any other employees speaking at that meeting?

A. Yes, I do. There were these two operators from the eighth floor.

Q. Do you remember the names?

A. Well, there was an Eva someone, that I remember, and I don't know the other lady.

Q. Do you know how Mrs. Reed happened to attend that meeting?

A. Yes, sir, I do. There has been—Mr. Atherton had spoken, and these other two ladies, three ladies, had gotten up and said what they wanted to, and I had spoken, too, and everyone, of course, was excited and some one remarked that they believed that Mrs. Reed was in the build-

ing, and some one else said yes, that Mrs. Reed had been seen on the elevator, and so they sent some one after her. Some one said they would go see if she was still there. I don't know whether it was a boy from the cutting room or one of the mechanics. I know it was some one of the employees in the factory department who left the room and came back a few minutes later with Mrs. Reed.

Q. Were you working or visiting in New York?

A. I was not working or visiting. I was there as a representative of the Y. W. C. A. from the Industrial [fol. 2712] Women in the Middle West, attending a conference.

Mr. Patten: That is all.

Trial Examiner Batten: Mr. Patten, on this question, which has come up frequently, I think about the first week, in fact, Mr. Tyler brought it up; this question of the mental attitude of these people, due to the organizational campaign of the International Ladies' Garment Workers' Union, and all that that goes along with it. I think I should tell you now that if there is any further testimony of that kind, you can put it in in an offer of proof, because I don't think it is material to the issues here, and I think I told Mr. Tyler one day when he spoke about it, said that he felt that it was a motive or would be one motive, that would explain the organization of the independent union, and I think at that time I disagreed with Mr. Tyler. So if you have any further evidence in that line, you will submit it in an offer of proof, and if you care to, of course, you may submit another witness and ask those questions, to make your record. If you don't care to do that, you may submit it without offering another witness.

[fol. 2713] By Mr. Leary:

Q. Isn't it true, Mrs. Martin, that the Donnelly Company is run in a very orderly fashion?

A. Yes, sir, it is.

Q. It is rather highly systematized, is it not?

A. Well, everyone seems to know their job and what they are supposed to do.

Q. And they have rules and regulations so that there will be smooth operations and no confusion; isn't that correct?

A. I don't know—

[fol. 2714] A. Well, everyone knows what time their department starts working, and what time it stops, and what time we go to lunch; and all of us are satisfied to the extent that we work to the best of our ability.

By Mr. Leary:

Q. For instance, some people come to work at 7:30 in the morning, some at 7:40, and some at 7:50? A. Yes, sir.

Q. And that is all for the purpose of having a speedy access to the building; isn't that it? A. Yes, sir.

Q. Because your elevators are limited?

A. Because the elevators are limited, and then the space is limited to the dressing rooms.

Q. And when you go in in the morning, for instance, on the 7:40 shift, about the time you arrive there the girls that were supposed to have gone to work at 7:30 have already left the dressing rooms and have gone out to their work upstairs? A. They are supposed to.

Q. And it runs smoothly?

[fol. 2715] A. They all try to get there on time. They know when they are supposed to be there.

Q. And there isn't confusion, as a rule, when the plant opens in the morning and the girls are coming in at 10-minute intervals? A. No, sir.

Q. And the same applies, does it not, at the noon hour?

A. Yes, sir.

Q. That is, if they all get off at the time they are supposed to get off they will go down on the elevator?

A. Yes, sir.

Q. The girls will not be running over each other in the elevator and hallways? A. No, sir.

Q. Let's say, Miss Witness, for instance, at noon if everybody stopped working at once and started down on the elevators together there definitely would be confusion, wouldn't there? A. There would be.

Q. And at any time, if they all got off at once and started out, there would be confusion?

A. That is what I explained awhile ago, the reason they wear their uniforms to these meetings, they all get off at different times and the elevators are crowded and some of them go down in their uniforms, because they get off at later intervals.

[fol. 2724] Trial Examiner Batten: A recess was permitted for the purpose of having the attorneys review an-

amended complaint which has been submitted by the Board as of the close of the Board's case, which is marked "Exhibit No. 1-KKKK." Do you have the original of that, Mr. Leary?

Mr. Leary: Yes. I am now handing it to the reporter.

Trial Examiner Batten: Mr. Stottle and Mr. Tyler, as I understand it, you men have gone over this amended complaint; is that correct?

Mr. Tyler: Correct.

Mr. Stottle: Correct.

Trial Examiner Batten: Do you have any statement on it, Mr. Stottle?

Mr. Stottle: Well, I understand the purpose of the recess was to see whether we agreed that this did represent [fol. 2725] the situation as existed at the close of the Board's case, and from our reading, we don't find any variation of it.

[fol. 2726] Trial Examiner Batten: I was going to say that all the objections, as well as the motions, such as the motions to make more definite and certain, motions to strike, directed to the complaint, or any amendment thereto, will apply to this amended complaint as though made, with respect to this particular document, and all the argument with respect to those motions and rulings.

[fol. 2727] Trial Examiner Batten: Some question has arisen, I think, and I discussed it with Mr. Ingraham and Mr. Tyler as to just what matters yesterday were covered upon which offers of proof are to be made, and, first, there was the meeting of March 18th; second, was the matter of violence, and so forth, in Kansas City, with respect to other plants, and in that connection, Mr. Tyler's matter of yes- [fol. 2728] terday afternoon, what, if any, effect that had upon the mental attitude, and so forth, of the employees of the Donnelly Garment Company; then, the meeting that occurred between March 27 and April 5, that is, the meeting at which donations were asked, 50 cents each from the employees; and Mr. Stottle's matter of asking the witnesses "Did you join this organization of your own free will?"

In other words, there are four matters then that—

Mr. Tyler (interrupting): That would make five.

Trial Examiner Batten: Well, except the matter of the mental attitude of the employees. I classified that under the one matter, Mr. Tyler, that is, of violence and the things which created that atmosphere.

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Mr. Patten: Mr. Examiner, do we understand that we are not to touch on any subject on the matter of the meeting of March 18th?

Trial Examiner Batten: I told Mr. Ingraham and Mr. Tyler this morning, in this conference, that, of course, these rulings do not apply, Mr. Patten, to matters upon which there has been no testimony.

In other words, I certainly am not eliminating those matters that have not been testified upon, and I think Mr. Ingraham and Mr. Tyler indicated that they understood that.

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[fol. 2729] HELEN WALTON, a witness called by and on behalf of respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Stottle:

Q. State your name to the Examiner.

A. Helen Walton.

Q. Where do you live, Miss Walton?

A. 4908 Lister Avenue.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed there?

A. Seven years.

Q. What is your position with the company?

A. Operator.

Q. Have you been an operator during that period?

A. Yes, I have.

Q. What kind of operation do you do?

A. I am a binder and pinker.

Q. Are you a member of the Donnelly Garment Workers' Union?

A. Yes, I am.

Q. Did you attend the meeting of April 27, 1937, at which that union was organized?

[fol. 2730] A. Yes, I did.

Q. Was that after working hours or during working hours?

A. It was after working hours.

Q. Did you go down in your uniform or change to your street clothes?

A. I went down in my uniform.

Q. Did you attend other meetings in your uniform, Miss Walton, after working hours?

A. Well, yes. I very seldom change.

Q. Did anyone direct you to go to the April 27 meeting, or did you go to it of your own accord?

A. I went of my own accord.

Q. I wish you would tell us in a brief way what occurred at that meeting.

A. April 27?

Q. April 27, 1937.

A. Well, Miss Todd spoke, and we nominated a committee to appoint general chairman and to form our union. Mr. Tyler spoke to us, and we signed cards.

Q. What were the cards you signed?

A. You mean, what did they have on them, the writing?

Q. Yes. What was the purpose of the cards, or what did they say on them?

A. "I hereby become a charter member of the Donnelly Garment Workers' Union and abide by its bylaws and regulations."

[fol 2731] Trial Examiner Batten: Mr. Stottle, I think after this witness covers the meeting of April 27, unless there are some new matters, I will not hear from any further witnesses about it, because I think there has been sufficient testimony about that meeting. As I said in other instances, you might call another witness and ask the questions and show that the witness was not permitted to answer, or you may submit your offer of proof as though the witnesses were here and present.

Mr. Stottle: All right, Your Honor.

By Mr. Stottle:

Q. Miss Walton, did you see any officers or executives of the Donnelly Garment Company or the Donnelly Garment Sales Company present at this meeting of April 27?

A. No, I don't believe I did.

Q. Did you gain the impression at that meeting, Miss Walton, that the Donnelly Garment Workers' Union which you formed there was to take the place of the Loyalty League?

A. No, sir.

Q. Are you a member of the Loyalty League?

A. I am.

Q. When did you join the Loyalty League?

A. 1935.

Q. Did any officer or executive of the company direct you to join the Loyalty League, or suggest that you join it?

A. No, sir. I asked to be allowed to join it.

Mr. Stottle: I believe that is all.

[fol. 2732] Trial Examiner Batten: Mr. Patten?

Cross-Examination.

P. Mr. Patten:

Q. You are Mrs. or Miss Walton?

A. Miss Walton.

Q. What section are you in, Miss Walton?

A. I am in 413 now.

Q. [Where] you on the 23rd of April, 1937?

A. In 412.

Q. Was Fern Sigler or Sylvia Hull in that section?

A. Sylvia Hull was.

Q. Were you there on the morning of April 23, 1937?

A. Yes, sir.

Q. Did you see any unusual occurrence around Sylvia Hull's machine?

A. Well, it was a general upsetting.

Q. How close were you to it?

A. Across the table.

Q. Was there any violence?

A. No, sir.

Q. Did the instructor take part in it?

A. No, sir.

Q. Were any threats made?

A. None.

Q. Was the power shut off?

A. Not that I remember of.

[fol. 2733] Q. What was the instructor doing?

A. I believe she was away, at the end of the tables, by the bins. I think she was kind of crying about it.

Q. Do you recall anything about bylaws at the April 27 meeting?

A. No, not right offhand, with the exception of the ones I spoke of a few minutes ago.

Q. The bylaws read at the meeting?

A. Yes.

Q. Was anything said about amending the bylaws?

A. I don't remember.

Q. Do you remember what was said about whether you could sign the cards or not, as you pleased?

A. Well, we were told if we wanted to sign the cards there, we could, or if we cared to take them home and have someone read them over with us, we could do so.

Q. Did you sign the card as your own voluntary act?

A. I did.

Q. You were not in fear of anyone in signing that card?

A. No.

Q. Going back to the morning of April 23 and the Sylvia Hull incident, how much noise do the machines make? In other words, how far away can you hear a person talking in a normal voice when the machines are running?

A. If I am talking to the girl across the table from me I [fol. 2734] quit working at that time, because I would be unable to hear with both machines running.

Q. Do you have to raise your voice any for her to hear you?

A. Some, yes.

Q. How far is that?

A. Well, it is about this distance (indicating), across the table.

Trial Examiner Batten: What is that, about four or five feet? How far is it, Mr. Ingraham, across those tables?

Mr. Ingraham: I think it is about four or five feet.

Trial Examiner Batten: Mr. Baty, how far is it across those tables where the machines sit?

Mr. Baty: Across from one side to the other?

Trial Examiner Batten: Yes.

Mr. Baty: Four feet.

By Mr. Patten:

Q. Did you ever attend at one time a meeting of both the Loyalty League and the union, the Donnelly Garment Workers' Union?

A. I have not.

Q. Do you recall any occasion when a union meeting came to an end and the employees of that meeting were asked to stay and attend the Loyalty League meeting?

A. No, sir.

[fol. 2735] Q. Or the other way around?

A. No, ~~sir~~.

Q. Did that ever occur, to your knowledge?

A. It has not.

Q. Do you attend union meetings regularly?

A. Well, I have missed a few on my bowling nights, but, otherwise, I attend them all.

Q. Well, how about early in 1937, from the time the union was organized on until the end of the year?

A. Yes, I attended those fairly regularly during that time.

Q. Do you recall any meeting ever having been held before the end of the working day or during working hours?

A. ~~No~~, I don't.

Mr. Patten: That is all.

Trial Examiner Batten: Mr. Leary.

By Mr. Leary:

Q. Who told you to go to the April 27th meeting?

A. No one told me. I went because it was a general discussion among we girls.

Q. How did you know there was going to be a meeting?

A. Well, there had been quite a bit of talk about it during the day, and the girl next to me, I think, maybe, told me.

Q. Do you know where she got her information?

A. She didn't say.

Q. Do you know Marjorie Green?

[fol. 2736] A. I do.

Q. What did you go to that April 27th meeting for?

A. Well, we wanted to find out, I think the most of us, just what we were going to do in the way of protection.

Q. Did you think they were going to form a union then?

A. Well, no. We had been talking something about doing whatever we could.

Q. Is it then your answer that you didn't know they were going to form a union at that meeting?

A. We didn't know exactly what they were going to do.

* * * * *

By Mr. Langsdale:

Q. Who was your instructor on April 23d, the date of the Sylvia Hull incident?

A. Who was she?

Q. Yes.

A. Mrs. Allison.

* * * * *

[fol. 2737] Q. Were you one of the girls who followed Sylvia Hull to the office?

A. No, I didn't follow her.

Q. Some of the girls did, did they not?

A. I don't know.

Q. You say all Mrs. Allison did was just stand over and cry some place; is that it?

A. She was standing in the back, yes.

Q. She didn't make any effort to stop it?

A. Well, she asked we girls to sit down and go to work, and she didn't seem to have very much luck with us, because we didn't want to work with her.

Q. Were you one of those who refused to work if Sylvia Hull stayed there?

A. I was.

* * * * *

[fol. 2739] Q. You saw Mrs. Hyde at that meeting on the 27th?

A. I don't remember.

* * * * *

By Mr. Patten:

Q. You understood you could sign that card, or not, as you pleased?

A. I didn't get the question.

Q. Did you understand that you could sign the membership card, or not, as you pleased?

[fol. 2740] A. That is the way I understood it, and I signed it of my own free will.

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PEARL COLLINS, a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. Just state your name, please.

A. Pearl Collins.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed at the Donnelly Garment Company?

A. About 12 years.

[fol. 2741] Q. In what capacity are you employed there at the present time?

A. Instructor.

Q. Were you an instructor in 1937?

A. Yes.

Q. In what section?

A. 521.

Q. Was Fern Sigler an operator in that section at that time?

A. She was.

Q. I will ask you if on the morning of April 23, 1937, there was any commotion on the sixth floor?

A. There was.

Q. Were there operators from other floors on that floor at any time?

A. Yes.

Q. State whether or not these operators congregated around Fern Sigler?

A. They did.

Q. State whether or not they sang songs.

A. Well, I think they sang songs. I don't remember exactly what they sang.

Q. What did you do, if anything, when they were there?

A. Well, I merely asked the girls to leave and go back to work.

[fol. 2742] Q. Was the power on in your section at that time?

A. It was.

Q. Was Fern Sigler working at that time?

A. She was.

Q. Did the girls leave when you asked them to?

A. Well, not immediately, but then they soon left.

Q. State about what time it was when this first commotion started.

A. I think it was about 8 o'clock.

Q. Later, did these girls return?

A. Well, I don't know whether the same group of girls returned, but some other girls did return.

Q. Did you see anybody touch Fern Sigler?

A. No.

Q. Did you see any of the girls push Fern Sigler under her machine?

A. No.

Q. What, if anything, did you do with respect to the second group of girls that come?

A. Well, I put a telephone call in to ask the operator to locate Mr. Baty.

Q. Did Mr. Baty come up at that time?

A. No, not immediately. He came later.

Q. When Mr. Baty first came up, at that time were there any girls from other floors congregated around Fern Sigler?

[fol. 2743] A. Well, when he first came in, there wasn't.

Q. Then did he return to the office or leave the floor?

A. He left the floor.

Q. Then did another group of girls come down to your floor?

A. They did.

Q. Did you attempt to reach Mr. Baty again?

A. Yes, I did.

Q. Did he come to your floor?

A. He did.

Q. And what did Mr. Baty do?

A. Well, I don't know what he did. I wasn't close enough to hear what he said, but I knew Fern Sigler left with him.

Q. Did you hear any of these girls congregated around Fern Sigler make any statements that they were going to throw her out of the window?

A. No.

[fol. 2744] Q. That they were going to tear her clothes off?

A. No.

Q. Did you, at any time, order the operators in your section to attend any meetings of the Donnelly Garment Workers' Union?

A. No.

Q. Have you at any time solicited members for the Donnelly Garment Workers' Union?

A. No.

Q. Did you at any time assist, in any way, in getting operators to join the Donnelly Garment Workers' Union?

A. No.

Q. Has any official of the company, or any person with authority to hire, fire, or discipline employees, ever ordered you to become a member of the Donnelly Garment Workers' Union?

A. No.

Q. Did you join of your own free will?

A. I did.

Q. Have you ever had any discussion with any officials of the company, or any person with supervisory authority, in regard to the Donnelly Garment Workers' Union?

A. No.

Q. Did you attend the meeting of April 27, 1937?

A. I did.

Q. Will you just state how you received notice of that meeting?

[fol. 2745] A. Well, I don't remember exactly whether I received notice myself, or whether the thread girl, did, but a message came that Rose Todd was calling a meeting of the employees.

Q. Will you state whether or not that meeting occurred during working hours or after working hours?

A. It was after working hours.

By Mr. Langsdale:

Q. When Mr. Baty finally came down to Fern Sigler's [fol. 2746] section, who, if anyone, was with him?

A. I didn't see anyone with him.

Q. Did you see Rose Todd?

A. No, I didn't.

Q. Was she in that section on that day, to your knowledge?

A. Not to my knowledge, no.

Q. How far were you from Fern Sigler?

A. I was right next to her part of the time, because I worked up and down the whole section.

Q. But, when this disturbance was going on?

A. Part of the time I was right there.

Q. You say you worked up and down the section?

A. I distributed work up and down the section.

Q. I thought you were an instructor.

A. I am.

Q. Isn't it the thread girl's duty to distribute work?

A. It is my duty, too.

Q. Isn't it a fact that you are charged with the quality, whereas the thread girl is charged with quantity?

A. I try to keep the girls busy, too.

Q. You are charged with both quality and quantity?

A. I am not in charge of it.

Q. What are you in charge of?

A. I am not in charge of anything.

Q. You are just there?

[fol. 2747] A. I am just there.

Q. How long have you been there?

A. I think, a little over 12 years.

Q. You distribute the work, as well as instruct the girls?

A. Yes.

Q. Didn't you have a thread girl there at that time whose duty it was, also, to distribute?

A. Yes, sir.

Q. Was she on the job that morning?

A. Sure.

Q. You say Rose Todd wasn't there around Miss Sigler at all, that you saw?

A. Not that I saw.

Q. You stated that you did not suggest to anyone that she join the Donnelly Garment Workers' Union?

A. No, I didn't.

Q. Why didn't you?

A. Well, it wasn't any of my business whether they joined or not.

Q. Why not?

A. What do I care what the other employees do?

Q. But you were a member of the union, weren't you?

A. Yes.

Q. Weren't you anxious to see that the other employees joined?

A. Not particularly, no.

[fol. 2749] PEARL ATCHISON, a witness called by and on behalf of respondent, being first duly sworn, was examined and testified as follows:

[fol. 2750] Direct Examination.

By Mr. Ingraham:

Q. State your name, please. A. Pearl Atchison.

Q. Where are you employed, Mrs. Atchison?

A. Donnelly Garment Company.

Q. In what capacity? A. Instructor.

Q. How long have you been employed at the Donnelly Garment Company?

A. About ten and a half years.

Q. What section do you work in? A. 523.

Q. Was May Fike an operator in that section in the spring of 1937? A. Yes.

Q. Was she there on the morning of April 23, 1937?

A. Yes, sir.

Q. Was there a commotion on that floor that morning?

A. There was.

Q. Did the girls in your section work during that commotion? A. Yes, sir.

Q. Was the power on at all times? A. It was.

Q. Were you in the section during the time these various commotions were going on?

[fol. 2751] A. I was.

Q. Did you hear anything that was said by the groups of girls that went over to Fern Sigler? A. No, sir.

Q. Were those girls from other floors, these groups of girls that went over to Fern Sigler?

A. I couldn't hear anything.

Q. Did May Fike continue to work during the times that these groups of girls were over at Fern Sigler's machine? A. Yes, sir.

Q. When May Fike was working did she have her back to where Fern Sigler was sitting? A. She did.

Q. Would it be possible to see Fern Sigler from May Fike's machine unless May Fike stood up and turned around? A. No, she could not.

Q. Did you see May Fike at any time stand up?

A. No, sir.

Q. Now, that morning did you have any conversation with May Fike relative to Fern Sigler? A. I did not.

Q. Did you have any conversation with May Fike with reference to the commotion? A. No, sir.

Q. Did you at any time say to May Fike that it was [fol. 2752] too bad that Fern Sigler joined the union?

A. No, sir, I did not.

Q. Did you ask May Fike if she was a member of the union? A. No, sir.

Q. Did you attend the meeting of April 27, 1937?

A. Yes, sir.

Q. Did any official of the company, or any officer with supervisory authority, suggest or order that you attend that meeting? A. No, sir, they did not.

Q. Did any official of the company, or any person with supervisory authority, talk to you at any time with reference to joining or not joining the Donnelly Garment Workers' Union? A. No, sir.

Q. Did any official of the company, or any person with supervisory authority, ever discuss with you whether or not you should join or should not join the International Ladies' Garment Workers' Union? A. No, sir.

Q. Did you at any time solicit members for the Donnelly Garment Workers' Union? A. No, sir.

Q. Have you ever suggested to any employee at the Donnelly Garment Company that he or she should join the Donnelly Garment Workers' Union?

[fol. 2753] A. No, sir.

Q. Did you on April 27 order May Fike and the other operators in that section to go to the second floor and attend the meeting for the purpose of forming a union?

A. No, I did not.

[fol. 2754] Q. Did you order May Fike or any other operator to go down to that meeting in a body and stay together so that you could return to work as soon as the meeting was over? A. No, I did not.

Q. State whether or not that meeting occurred during working hours or after working hours.

A. After working hours.

Q. Following April 23, 1937, did May Fike work the rest of that week?

A. She didn't come in on a Monday morning.

Q. Well, I mean just the week of April 23d. I think April 23d was on Thursday.

A. Yes. She worked the rest of that week.

Q. Well, then, the following Monday, did May Fike work?

A. She didn't work on a Monday morning, but came in at noon, and then—

Q. (Interrupting) Did she work the rest of that day?

A. She worked the rest of that day.

Q. Had she notified you or anybody connected with the company, to your knowledge, that she would not be in that Monday morning to work?

A. No, she did not.

Q. Well, now, state whether or not she worked Tuesday.

A. She didn't come in Tuesday morning, but came in at noon and worked Tuesday afternoon.

[fol. 2755] Q. That was April 27, 1937?

A. Yes, but Mr. Baty came in the section Tuesday morning and I told him I needed another operator, and so I told him that she wasn't there, and he got in touch with her.

Mr. Langsdale: Will you speak a little louder? I didn't get any part of that answer.

A. (Continuing) Got in touch with her, and she came in at noon.

By Mr. Ingraham:

Q. Now, the operators worked the rest of that afternoon? A. Yes.

Q. Was your section busy at that time?

A. Yes, very busy.

Q. Well, following April 27th, did May Fike work the rest of the week?

A. Yes, she worked the rest of the week.

Q. Did she then, or did she during that time, say anything to you with reference to taking a vacation?

A. Yes, she wanted a couple of weeks' vacation.

Q. Did you tell her that she would have to see Mrs. Hyde? A. I did.

Q. Did your section, the operators in your section, in which you worked, take their vacations the first part of May?

A. No, sir, we did not.

Q. What time were vacations taken that year?
[fol. 2756] A. Around the middle of June.

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Cross-Examination.

By Mr. Patten:

Q. Mrs. Atchison, did any officer of the company or any other person in authority ever ask you to send your girls down to any union meeting?

A. No, sir, they did not.

Q. Did any officer or other person representing the company ever ask you to encourage any employee of the Donnelly Garment Company or the Donnelly Garment Sales Company to join the Donnelly Garment Workers' Union?

A. No, sir, they did not.

Q. Did you ever try to lead your girls any place, or take them with you, or do they go and come as they please?

A. They go and come as they please.

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[fol. 2758] Q. Who told you of the April 27th meeting?

A. Well, I really don't know.

Q. Will you speak louder, please?

A. Whether some of the operators or the basket boy, or who.

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[fol. 2760] Q. Now, you say you never encouraged or suggested to any employee at the Donnelly Garment [fol. 2761] Company that employee joined the Donnelly Garment Workers' Union?

A. No, sir.

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Q. You never did in the entire existence of that organization suggest to anyone?

A. No, I did not.

Q. That he join or remain a member, or that she join or remain a member of that union?

A. I did not.

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[fol. 2762] PEARL FIELDS, a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Stottle:

Q. State your name to the Examiner, please.

A. Mrs. Pearl Fields.

Q. Do you live in Kansas City, Mrs. Fields?

A. In the Inter-City district.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed there?

A. Four years.

Q. What is the nature of your work for the company?

A. Operator.

Q. Have you been an operator during that entire period? A. Yes, I have.

Q. What is the nature of your operation?

A. Straight sewing, the first part operation.

Mr. Stottle: Mr. Examiner, I wish to ask this witness [fol. 2763] questions about the April 27th meeting as a foundation for our offer of proof, unless you have decided to let her answer.

Trial Examiner Batten: Well, you mean the question is in line with the questions asked previous witnesses; is that it?

Mr. Stottle: Yes.

By Mr. Stottle:

Q. Did you attend the meeting of April 27, 1937, at which the Donnelly Garment Workers' Union was formed?

A. Yes, sir, I did.

[fol. 2764] Q. State what occurred at that meeting, briefly.

A. Well, Mr. Tyler talked to us, and then a nominating committee was named, and they left the room and came back with a list of officers and representatives, and they were elected unanimously to serve as the first officers of our union.

I don't know that there was much else took place that I remember, only that our union was organized at that meeting.

Q. Were you instructed by any officer or executive to go to that meeting? A. No, I was not.

Q. Did your instructor direct you to go to that meeting? A. No.

Q. I will ask you to state whether that meeting took place during working hours or after working hours.

A. It was after working hours.

Q. Did you wear your uniform or go in your street clothes?

A. I went in my street clothes.

Q. Did most of the employees there go in their street clothes or their uniforms?

A. I wouldn't say most of them. I think most of the girls who got off earlier changed to their street clothes in order to get home as quickly as they could after the meeting.

Q. Did you see any officers or executives of the Donnelly Garment Company or the Donnelly Garment Sales [fol. 2765] Company present at that meeting?

A. No, I did not.

Q. Was anything said at that meeting by Rose Todd, Mr. Tyler, or anyone else, to the effect that Mrs. Reed or the management of the Donnelly Garment Company wanted the employees to form a plant union? A. No.

Q. Were membership cards passed out at that meeting?

A. Well, not membership cards.

Q. Were some cards passed out?

A. Yes—that we wanted to become charter members of the union.

Q. You mean application cards?

A. Yes. They were not membership cards.

Q. Was any pressure brought to bear upon you to sign those cards at that meeting, or what were you told about that?

A. We were told to use our own discretion, sign them or not, as we wanted to.

Q. Did you sign yours at that meeting?

A. Yes, I did.

Q. Did you gain the impression, Mrs. Fields, from anything said at that meeting that the Donnelly Garment

Workers' Union was to take the place of the Loyalty League? A. No.

Q. Are you a member of the Loyalty League?
[fol. 2766] A. Yes, I am.

Trial Examiner Batten: Mr. Stottle, if you have finished your questions about the April 27 meeting, I don't care to listen to any further witnesses on it, unless it is something that has not yet been covered by the previous witnesses.

Mr. Stottle: Mr. Examiner, I expected you to rule me out, but you didn't, so I went ahead asking the questions. If you say you don't want us to ask any more such questions we will, of course, submit an offer of proof.

Trial Examiner Batten: The offer of proof, of course, will be submitted in the same manner as if you had presented the witnesses.

By Mr. Stottle:

Q. When did you join the Loyalty League?

A. Shortly after I started working there; I don't know just when.

Q. Did any official of the company, or any executive, ask you to join the Loyalty League? A. No.

Q. Is the Loyalty League still in existence? A. Yes.

Q. What is the nature of the activities of the Loyalty League?

A. It is purely a social organization.

Q. Did it ever, to your knowledge, act as a labor union down at the plant?

[fol. 2767] A. No, they haven't; not since I have been there, anyway.

Q. Did you ever hear of their negotiating with the Donnelly Garment Company for a union contract or concerning wages? A. No.

Q. Did you ever see any officers of the Donnelly Garment Company or the Donnelly Garment Sales Company at any of the later meetings of the Donnelly Garment Workers' Union? A. No, I haven't.

Q. You have attended a good many of those meetings?

A. Yes, I have.

Q. Do you know of any participation that the officers of the company have had in any meetings of the Donnelly Garment Workers' Union? A. No.

Q. To your knowledge, has the Donnelly Garment Company, or any of its officers or executives, given any financial support or any other aid to the Donnelly Garment Workers' Union? A. Not to my knowledge.

Q. Have you been directed by any officer or executive of the Donnelly Garment Company, or by any instructor, to go to any of the subsequent meetings of the Donnelly Garment Workers' Union? A. No, I have not.

Q. Have any of those meetings of the Donnelly Garment Workers' Union that you have attended been held [fol. 2768] during working hours? A. No.

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Cross-Examination.
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[fol. 2771] Mr. Stottle: Mr. Examiner, respondent is not objecting to the lack of identification, but respondent does object that it does not tend to prove or disprove any issue in the case and would therefore be immaterial.

Trial Examiner Batten: In other words, it is about in the same classification as some of the other newspaper articles we have had. It may indicate something, but it doesn't prove anything.

[fol. 2772] By Mr. Langedale:

Q. Did you purchase a union pin?

A. I have a union pin, yes.

Q. When did you get it?

A. Sometime after I joined the union—after our union was organized.

Q. How soon after?

A. I can't remember how soon.

Q. They were all bought at about the same time, weren't they? A. I think so.

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[fol. 2775] RUBY LAGO, a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. State your name, please. A. Ruby Lago.

Q. Are you employed at the Donnelly Garment Company? A. I am.

Q. How long have you been employed at the Donnelly Garment Company? A. Almost 5 years.

Q. Are you an operator? A. Yes, I am.

Q. I will ask you if you are a member of the Loyalty League? A. I am.

Q. When did you join that organization?

A. When it was first organized.

Q. State whether or not that is a social organization?

A. It is.

Q. State whether or not it was also the purpose to—strike that. State whether or not the Loyalty League was organized also for the purpose of refuting untrue statements made about the company.

[fol. 2776] A. No.

Q. It was not?

A. I don't know that part of it, what it was supposed to be for. When I joined the Loyalty League I understood it to be absolutely a social organization.

Q. Have you attended any meetings of that organization?

A. Well, I don't remember if I ever attended one after it was organized. I have only attended dances we have had at the Pla-Mor.

Q. Has the company or any of its officers or officials, to your knowledge, controlled the Nelly Don Loyalty League?

A. No, they don't.

Q. Did any officials of the company, anybody connected with the management, ask you to become a member of the Nelly Don Loyalty League? A. No, they did not.

Q. Did you join it of your own free will?

A. Yes, I did.

Q. To your knowledge, has the Loyalty League any connection with the Donnelly Garment Workers' Union?

A. No, it hasn't.

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[fol. 2777] MILDRED FRANCES STRINE, a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Ingraham:

Q. State your name, please.

A. Mildred Frances Strine.

Q. Are you employed by the Donnelly Garment Company? A. I am.

Q. In what capacity?

A. Secretary to Mrs. Reed.

Q. How long have you been Mrs. Reed's secretary?

A. About 7 years.

Q. I will ask you, Mrs. Strine, if you were present at a meeting of the employees on March 18, 1937?

A. Part of the meeting, I was.

Q. Who asked you to go to that meeting?

A. Mrs. Reed.

Q. Will you just state when Mrs. Reed arrived at the plant on that day?

A. Well, Mr. and Mrs. Reed were leaving for Florida that evening, and right after lunch Mrs. Reed and myself [fol. 2778] went down in town and did a little shopping, and we stopped by the office late in the afternoon.

Q. Will you just state what occurred with reference to your going down to attend this meeting?

A. Well, Mrs. Reed came out of her office to mine and she said that a group of employees had come up and told her that there was a meeting downstairs, and had asked her to talk, and asked me to go downstairs with her.

Q. Did you go? A. Yes.

Q. Did Mrs. Reed make a talk? A. She did.

Q. Did Mrs. Reed ask you to take notes of what she said?

A. Yes, when we started down, she said that I had better take a pad and take down her statement.

Q. And you took just Mrs. Reed's speech?

A. That is as long as I was at the meeting. I was just there while Mrs. Reed spoke.

Q. Was Mrs. Reed introduced to speak as soon as she arrived at the meeting?

A. Yes. I didn't go to the platform with Mrs. Reed, but she went up to the platform and I believe Rose Todd was on the platform when we walked in, and Miss Todd introduced Mrs. Reed and then she started talking.

Q. And when Mrs. Reed finished, did she leave the meeting?

[fol. 2779] A. We left immediately.

Q. Now, what did you do with the notes with reference to writing them up?

A. Well, we went out to Mrs. Reed's home, and Laura Baker, Mr. Reed's secretary, was doing some work for

him out there and she was at the typewriter, and so I dictated my notes to Miss Baker and she wrote them off.

Q. Did you give the original to Mrs. Reed?

A. Yes, I did.

Q. Were copies made? A. One carbon, yes.

Q. I will hand you Respondent's Exhibit 12, and ask you if that was the carbon copy of the notes that were written? A. It is.

(Thereupon, the document above referred to was marked as "Respondent's Exhibit No. 12" for identification.)

Q. I will ask you to state whether or not you asked Mrs. Reed for the original of this.

A. I did, but she didn't have it. She must have misplaced it, or something. She didn't have it.

Mr. Ingraham: Respondent offers in evidence Exhibit 12.

[fol. 2780] Mr. Ingraham: Could I ask one further question of the witness?

Trial Examiner Batten: Yes.

By Mr. Ingraham:

Q. You have read Respondent's Exhibit 12?

A. I have.

Q. If that is a correct statement of what Mrs. Reed said at that meeting?

A. It is. It is my notes. I stood by Miss Baker's machine and dictated those to her and she handed them to me.

[fol. 2781] By Mr. Ingraham:

Q. Mrs. Strine, I will ask you to state if you know whether or not Mrs. Reed had any knowledge of the meeting of March 18, 1937, until—

Mr. Leary (interrupting): Just a moment, please. What about the exhibit?

Trial Examiner Batten: Well, you may go ahead.

Mr. Ingraham: Until Mrs. Reed arrived at the plant?

A. I am sure she did not.

Trial Examiner Batten: It will be received.

(The document heretofore marked as "Respondent's Exhibit No. 12" was received in evidence.)

By Mr. Ingraham:

Q. Mrs. Strine, has Mrs. Reed been ill this spring?

A. Yes, she has.

Q. Has she had any surgical operation?

A. She had two operations this spring, yes.

Q. Is she now under the care of a trained nurse?

Mr. Leary: Now, I object to this as immaterial.

Trial Examiner Batten: Well, what is this for?

Mr. Ingraham: Well, I just want to show that Mrs. Reed is sick.

[fol. 2782] Mr. Ingraham: Well, she would be here if she was well.

Cross-Examination.

[fol. 2787] By Trial Examiner Batten:

Q. Do you belong to the Donnelly Garment Workers' Union? A. No, sir.

Q. Do you belong to the Loyalty League? A. No, sir.

Q. Are you employed by the Donnelly Garment Company? A. Yes, sir.

[fol. 2788] By Mr. Langsdale:

Q. Miss Strine, what did you do before you became secretary to Mrs. Reed?

[fol. 2789] A. I did stenographic work.

Q. For whom?

A. For Mrs. Stephenson in the credit department, and for Mr. Donnelly.

Q. You mean in the credit department of the Donnelly Garment Company? A. Yes, sir.

Q. Were you secretary to Mr. Donnelly while he was there?

A. Well, I did his stenographic work. I don't believe he had any secretary at that time.

Q. How long have you been employed by anyone in connection with the Donnelly Garment Company?

A. How long have I been there?

Q. Yes. A. Fifteen years.

Q. And you have been doing stenographic work all of that time? A. Yes, sir.

Q. That is, taking dictation for letters, correspondence?

A. Yes, sir.

Q. Have you ever done any reportorial work?

A. No, sir.

Q. All you have done is to take dictation of correspondence, is that right?

A. And I have handled matters for Mrs. Reed.

[fol. 2790] Q. But, I mean as far as your dictation is concerned, you have taken dictation only for correspondence?

A. I don't know whether I understand what you mean.

Q. Well, you have never recorded any hearings of any kind, have you?

A. Not except that one.

Q. With this one exception, in your whole lifetime you have never reported any meeting?

A. No, I don't believe I have.

Q. Do you remember the hearing commonly known as the three-judge hearing? A. Yes, sir.

Q. And you filed some affidavits signed by you in that case, didn't you? A. Yes.

Q. When did you first see this carbon copy that has been introduced and designated as respondent's exhibit No. 12?

A. When Miss Baker gave it to me, when she had finished typing it.

Q. When did you next see it?

A. I think, this morning.

Q. Who showed it to you this morning?

A. Mr. Ingraham.

Q. Do you know where he got it?

A. I suppose he got it out of my file out at the house.

Q. Do you know where he got it?

[fol. 2791] A. No.

Q. Has it been in his possession since the time you first saw it after taking it out of the typewriter and this morning? A. All of this time?

Q. Yes. A. No. It has been in my file.

Q. I understand. But you haven't seen it—you haven't looked at it since the day it was made until this morning? That is true, is it not?

A. I don't believe I have. I don't know; I may have looked at it in going through my file; I don't remember.

Q. You have no recollection of having read that exhibit No. 12 between the day it was made and this morning, do you?

A. No, I don't know that I have.

Q. And you don't know that anyone else has read it between those dates, do you?

A. I don't know.

Q. And when Mr. Ingraham handed it to you did he tell you where he had gotten it?

A. I don't believe he did.

Q. You knew in this three-judge hearing, the one that went to the Supreme Court of the United States, that there were a number of affidavits filed by different parties with reference to what Mrs. Reed had said at the meeting of March 18, 1937, didn't you?

[fol. 2792] A. Yes.

Q. And you knew that Mrs. Reed had made an affidavit in which she had related what she said at the meeting of March 18, didn't you? A. Yes.

Q. And you filed three affidavits in that hearing, signed by you, didn't you? A. I think I did.

Q. And you didn't say one word in any of them about having taken down what Mrs. Reed said at the meeting of March 18, did you? A. It didn't come up.

Q. Your attorneys prepared the affidavits, didn't they, and you signed them?

A. I signed the affidavits.

Q. And you didn't say one word in any of the affidavits about having taken down what Mrs. Reed said at the meeting of March 18, did you?

A. Mrs. Reed covered that.

Q. You didn't say that? A. No.

Q. You were present at the Judge Miller hearing?

A. Part of it.

Q. You did not take the witness stand in that hearing?

A. No.

[fol. 2793] Q. And you didn't tell anyone in that hearing that you had taken this matter, exhibit No. 12? Did you tell anybody in this hearing that you had taken this?

A. No.

Q. You didn't even look up this carbon for anybody's use, did you? A. No.

Q. You didn't even call your attorney's attention to the fact that somewhere out there in your files you had this carbon copy of the minutes or of the speech Mrs. Reed made at the March 18 meeting?

A. My attorneys knew it was there.

Q. You didn't tell them, did you?

A. I didn't need to. They knew it.

Q. Who knew it?

A. Mrs. Reed and Mr. Ingraham.

Q. Mr. Ingraham, you mean to tell the Court, sat idly by and didn't produce that carbon in the Judge Miller hearing? A. He intended to.

Q. But he didn't do it?

A. Mrs. Reed was going to testify to this herself.

Q. Mrs. Reed testified in the Judge Miller hearing?

A. Yes.

Q. But she didn't say anything about your taking this down, in that hearing, did she?

[fol. 2794] A. Mr. Reed and Mr. Ingraham intended for her to, and Judge Miller wouldn't let her.

Q. Why do you say Judge Miller wouldn't let her?

A. Because he stopped her testimony.

Q. We have a record of her testimony here. We will see if he did or not.

By Trial Examiner Batten:

Q. You mean, stopped her from using these minutes?

A. He wouldn't let this go in. I think Mrs. Reed intended to testify about this.

Q. Did she testify about it and he told her he wouldn't receive it?

A. Mr. Ingraham: No, he stopped her before that—

Mr. Langsdale (Interrupting): Wait a minute, Bob. This witness is on the stand.

Trial Examiner Batten: I am asking the witness.

By Trial Examiner Batten:

Q. Did she refer to these minutes? A. No.

Q. Then, he didn't stop her, did he?

A. He didn't stop her on these minutes, no.

Trial Examiner Batten: That was Mr. Langsdale's question.

Mr. Langsdale: And you didn't take the witness stand at all in that hearing, did you?

[fol. 2795] A. No, sir.

Mr. Langsdale: Now that it is admitted that Judge Miller didn't stop her, there is no need of offering this testimony of Mrs. Reed in the Judge Miller hearing.

By Mr. Langsdale:

Q. You didn't even testify, by affidavit or orally, leaving out the consideration of this so-called transcript, as to what Mrs. Reed said at the meeting of March 18, 1937, either in the three-judge hearing or in the Judge Miller hearing, did you?

A. No, I didn't, because I didn't think it was important enough. I thought Mrs. Reed would take care of that.

Q. You didn't leave that up to counsel? You just thought it wasn't important enough? Is that what you wish to say?

A. Counsel knew about it, and they didn't bring it up with me.

Q. Let me call your attention to an affidavit—

I had better get the original on this. No. 8. It follows Mrs. Reed's, I think.

Q. Let me show you an affidavit which was filed in the three-judge hearing, which purports to be one signed by you on the 30th day of October, 1937—signed by Mildred Frances Strine—and ask you to examine it and see if that is an affidavit that you made and swore to on the date that is indicated on the document. (Handing to the witness the document referred to.)

Is that an affidavit that was made and sworn to by you?
[fol. 2796] A. Yes, sir.

Q. And filed in the three-judge hearing? A. Yes, sir.
[fol. 2797] Mr. Langsdale: Now, I offer in evidence the affidavit of Mildred Frances Strine, as appears commencing on page 209 of the record of what has been called the Three-Judge Court, and in Volume 1 of that record at that page, the same being the transcript of the record filed in the Supreme Court of the United States for the October Term, 1937, No. 801, entitled "International Ladies' Garment Workers' Union", and so forth "et al, Appellant, versus Donnelly Garment Company, Donnelly Garment Sales Company and Donnelly Garment Workers' Union", and so forth "et al," appealed from the District Court of the United States for the Western District of Missouri.

Trial Examiner Batten: Mr. Langsdale, how many pages is that affidavit? Can't you have a copy of that made and you folks agree that is what it is, and put it in as an exhibit, because whoever reviews the record—

Mr. Langsdale (interrupting): My only purpose is to show that it makes no reference whatever to this document, Respondent's Exhibit 12, that was brought in this morning.

Mr. Ingraham: Well, I will agree that that is true.

Trial Examiner Batten: Well, in that case it will not be necessary to offer the affidavit, will it?

Mr. Langsdale: No, not necessarily.

Now, then, there are two other affidavits.

By Mr. Langsdale:

Q. Let me hand you this copy of an affidavit, one that [fol. 2798] is signed by you on the first day of November, 1937, filed in the Respondent's case in rebuttal, in the three-judge hearing, just referred to, and ask you to read it and state whether or not that is a copy of an affidavit made and sworn to by you, and filed in this cause?

(Whereupon, the affidavit above referred to was handed by Mr. Langsdale to the witness.)

A. Yes, sir.

Mr. Langsdale: The purpose of offering this affidavit is to show that there is no reference made in it of any kind or character to any speech having been taken by this witness, at the meeting of March 18th.

Mr. Ingraham: I will agree that is true.

Mr. Langsdale: Is there any reason why they should agree it is true?

Mr. Lane: I am endeavoring to locate the affidavit. Do you have the page number in the three-judge transcript where they appear?

Trial Examiner Batten: Page 209 is one.

Mr. Langsdale: The other is in Volume 2.

Trial Examiner Batten: Of course, the Respondent's attorneys, if they agree that it isn't in there—

Mr. Lane (interrupting): Well, Mr. Langsdale asked if we agreed. I want to look at it.

Mr. Langsdale: Now, I show you a third affidavit, sworn to by you on the 3d day of November, 1937, and filed by [fol. 2799] the plaintiff, or the Donnelly Garment Company in this three-judge case that has been referred to, in rebuttal, by the plaintiff, Donnelly Garment Company, and ask you to read it and state whether or not you made and swore to that affidavit as of the date therein described?

(Whereupon, the affidavit above referred to was handed by Mr. Langsdale to the witness.)

A. Yes, sir.

Mr. Langsdale: Now, my object in calling the witness' attention to, and having her read this third affidavit, is to show that there was no reference made in that affidavit to her having taken down a speech made by Mrs. Reed on the 18th day of March, 1937.

Mr. Ingraham: That is correct.

Mr. Langsdale: Will it be admitted?

Mr. Ingraham: That is admitted.

Mr. Langsdale: Now, will it also be admitted that there was no other affidavit made by this witness and used in that same trial?

Mr. Ingraham: That is correct.

Mr. Langsdale: And will it also be admitted that this witness did not testify in the so-called Judge Miller hearing?

Mr. Ingraham: That is correct.

Mr. Langsdale: Let me show you an affidavit that purports to have been signed by Nell Quinlan Reed on the [fol. 2800] 5th day of November, 1937, and which was filed by the plaintiff, the Donnelly Garment Company, in rebuttal, in the so-called three-judge hearing, and have you tell the Examiner whether or not you are familiar with that affidavit.

(Whereupon, the affidavit above referred to was handed by Mr. Langsdale to the witness.)

Mr. Ingraham: Well, Mr. Langsdale, I will make no objection to the introduction in evidence of that affidavit that you are asking the witness to identify.

Mr. Langsdale: What I want to show is that Mrs. Reed, while talking about what she said at that meeting, said nothing about this witness having taken it.

Mr. Ingraham: It is all right with me for that affidavit to go into the evidence.

Mr. Langsdale: May we offer this whole affidavit?

Trial Examiner Batten: Well, I suppose you are all agreed.

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Redirect Examination.

By Mr. Ingraham:

Q. Mrs. Strine, I will ask you if you were present at a conference between Senator Reed, Mrs. Reed and myself, prior to the hearing before the three-judge court, at which time there was a discussion about the use of the transcript of Mrs. Reed's speech?

[fol. 2801] A. Yes, I believe I was, and as I recall, Senator Reed—

Q. (Interrupting) Well, just state what took place there, and what Senator Reed said.

A. Senator Reed—before the Miller case?

Q. No, the three-judge.

A. The three-judge. Mr. Reed, as I recall, said that this would not be used in that case; that that was on the temporary injunction and he didn't think that it was necessary to use that; that that should be used in that case, but when the case went to trial on a permanent injunction, that Mr. Reed and Mr. Ingraham decided that that was when this would be brought in.

Q. Now, state whether or not you were present at any conference prior to the time Mrs. Reed testified before Judge Miller, at which time it was discussed as to whether or not Mrs. Reed would testify about this transcript and offer it in evidence? A. It was.

Q. And tell what was decided, if you remember, about whether or not she would, before Judge Miller, offer it in evidence?

A. Well, I don't remember in detail, except when it was discussed, it was decided that Mrs. Reed would offer this herself before Judge Miller, in her own testimony.

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[fol. 2802] Mr. Ingraham: Your Honor, on some of these matters in which you stated that you would allow offers of proof, you have said that we could put another witness on, or we could stop and make the offer.

Now, we have other witnesses here in regard to the matter of the Loyalty League. We have offered several witnesses and these other witnesses will testify about the same, to about the same facts.

Trial Examiner Batten: Well, as I recall, I have not indicated that you should not call any further witnesses about the Donnelly Loyalty League?

Mr. Ingraham: No, that is correct.

Trial Examiner Batten: And I certainly see no need of calling any further witnesses, unless it is on matters that have not been covered by prior witnesses.

Now, you may offer one further witness on that, or you may make an offer of proof, the same as if the witnesses had been present here in court, and it will have the same force and effect.

Mr. Ingraham: Well, with that understanding, then, [fol. 2803] we will make the offers of proof, and at this time, I think outside of possibly one more witness, a doctor, the Respondent rests.

Trial Examiner Batten: Well, you mean with respect to Mrs. Reed?

Mr. Ingraham: Yes.

[fol. 2805]

Appearances:

Daniel J. Leary and Henry H. Foster, Jr., 1016 Scarritt Building, Kansas City, Missouri, appearing for the National Labor Relations Board.

R. J. Ingraham, James J. Shepard, Jr., and Burr S. Stottle, 1900 Telephone Building, Kansas City, Missouri, appearing for the Donnelly Garment Company.

Frank E. Tyler, Thomas J. Patten, and Lucian Lane, 1008 Dwight Building, Kansas City, Missouri, appearing for the Donnelly Garment Workers' Union.

[fol. 2806] Clif Langsdale, 922 Scarritt Building, Kansas City, Missouri, and Jane Walker Palmer, 818 Scarritt Building, Kansas City Missouri, appearing for the International Ladies' Garment Workers' Union.

[fol. 2817]

JACK MCCONAUGHEY,

a witness called by and on behalf of the Intervener, Donnelly Garment Workers' Union, having been previously duly sworn, was recalled and further examined and testified as follows:

Direct Examination.

By Mr. Tyler:

Q. State your name, please.

A. Jack McConaughy.

Q. You are the same Mr. McConaughy who has previously testified in this case? A. Yes, sir.

Q. Where are you employed, Mr. McConaughy?

A. Donnelly Garment Company.

Q. How long have you been employed there?

A. Nine years.

Q. In what capacity are you now working there?

Mr. Langsdale: It seems to me, if the Examiner please, that this line of preliminary examination is all repetition. This witness has been on the stand before and has given all of this information and it is not disputed.

Trial Examiner Batten: I think, part of it; I don't know that I would be certain it all has.

[fol. 2818] I might say this, with respect to this matter of witnesses, that you recall, Mr. Tyler, that where they have been on before and all of the preliminaries have been covered, you may do the same as the other attorneys have done, ask such preliminary questions as you think you need to in order to lead up to what you are approaching.

Mr. Tyler: I will endeavor not to repeat.

What was the last question?

(Thereupon the last question was read by the reporter.)

A. Working in the accounting department.

By Mr. Tyler:

Q. How long have you been in the accounting department?

A. Since March or April of this year.

Q. Are you a member of the Donnelly Garment Workers' Union?

A. Yes, sir.

Q. How long have you been a member of that union?

A. Since its inception, April 27, 1937.

Q. Are you a member of the executive committee or board of chairmen of that union? A. Yes, sir.

Q. How long have you been a member of that executive committee?

A. Since the inception of the committee, in 1937.

Q. Do you hold any office in that union? A. Yes, sir.
[fol. 2819] Q. What is it?

A. Treasurer.

Q. How long have you been treasurer?

A. For a year and about three months.

Q. You have knowledge of the financial affairs of that union, based on your work as treasurer?

A. Yes, sir.

Q. Does that organization pay its own bills?

A. Yes, sir.

Q. Did you ever know of anybody else except the organization itself paying any of its bills?

A. No, sir.

Q. I ask you what these papers are that I hand you at this time. (Handing papers to the witness.)

A. Those are invoices of the Kansas City Chair Rental Company.

[fol. 2821] Mr. Langsdale: What number is that one (indicating), Mr. Tyler?

Mr. Tyler: 17-A.

By Mr. Tyler:

Q. Mr. McConaughy, did these invoices come out of your files as treasurer? A. Yes, sir.

Q. I notice that some of them are billed to the Donnelly Garment Company. Did the Donnelly Garment Company pay any of those bills which are invoiced to the Donnelly Garment Company?

Mr. Langsdale: Mr. Tyler, to save time, would you mind asking which ones are Donnelly Garment Company?

[fol. 2822] I saw only one.

Trial Examiner Batten: Mr. Langsdale, for your information, I have just checked up on my notes, and Mr.

Slotkin testified on June 26 that there was no account for the Donnelly Garment Workers' Union until January, 1939.

By Mr. Tyler:

Q. Will you state for the record which ones of these exhibits are billed to the Donnelly Garment Company? Look them over and state for the record.

A. Shall I use the exhibit number or the invoice number?

Q. The exhibit number.

A. Exhibit No. 17-B and 17-E are billed to the Donnelly Garment Company.

Q. Did the Donnelly Garment Company pay the bills represented by those invoices?

A. No, sir.

Q. Did the union pay them? A. Yes, sir.

Q. Did you ever give any instructions to the Kansas City Chair Rental Company to charge any rental for chairs used by the union to the Donnelly Garment Company? A. No, sir.

Q. Have you checked your accounts to see whether you have paid, as treasurer for the union, for chairs for every meeting that the Donnelly Garment Workers' Union ever had? A. Yes, sir.

[fol. 2823] Q. What result did you find?

A. That there were three meetings for which we had no invoice for chairs.

Q. How can you explain that, if you can explain it?

A. Either because it was billed to the Donnelly Garment Company and the invoice not forwarded to us, or else we just don't have the invoice.

Mr. Langedale: I ask that the answer be stricken out as speculative and having no probative value whatever.

Trial Examiner Batten: It may stand.

By Mr. Tyler:

Q. Has the Kansas City Chair Rental Company presented any unpaid claim to you in the last few months?

A. No, sir. All of our bills have been paid.

Trial Examiner Batten: What were the dates of these three meetings, if you can recall them?

A. I believe there were two in 1937 and one in 1938, but I don't remember the dates.

By Mr. Tyler: •

Q. Did the Donnelly Garment Workers' Union ever have any meetings at which the members stood up?

A. Yes, sir.

Q. Do you remember the dates of any of those meetings?

A. There was one in 1937, the date of which I don't remember.

Q. Will the treasurer's books of the Donnelly Garment Workers' Union show the moneys paid out by that union for various months since its organization?

[fol. 2824] A. Yes, sir.

Q. I will ask you to take the treasurer's book, which I now hand you, and read into the record the disbursements made by that union for two or three months, which you may take at random.

Trial Examiner Batten: You want just any two or three months as typical?

Mr. Tyler: I want to show that every month they paid substantial bills for themselves. I don't think it is necessary to put the whole book in evidence, but I want to show the payments made by the union for that month.

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Mr. Tyler: If the Examiner please, my recollection is that this is not in evidence. Moreover, I think it has some probative value, showing that month after month they paid their own bills, rather than a summary of all bills.

Trial Examiner Batten: If you are going to pick two or three months, I have no objection. However, [fol. 2825] it seems to me it would have more value if you would have a photostatic copy made of two or three months and put it in, but you may do as you please.

Mr. Langsdale: May I state to the Examiner, this is a report of a certified public accountant, which takes in each payment each month, stating the item and the amount, commencing with May, 1937, and running through De-

cember, and commencing with January, 1938, and running through December. That is, it takes in all of the expenditures from the date of its [information] down through 1938.

Mr. Tyler: My recollection is, that has not been offered as yet. I am not sure.

Mr. Patten: It has not been identified or offered.

Mr. Langsdale: You may look at it and see if it reflects the facts, and maybe it will save a lot of time.

Mr. Tyler: I will look at it at recess. How will that be?

Mr. Langsdale: All right.

Trial Examiner Batten: You may go ahead.

A. November 2, 1937, there was an expenditure for the Schooley Printing Company, \$4.67; the 8th there was an allowance for checking dues of 50 cents; refund on dues for overcharge, \$3.25; refund on dues for overcharge, \$1. On the 16th there was Rode Todd's salary, from the 1st to the 16th, \$32.50. On the 16th, Rode Todd, taxi fare, \$4.85. On the 16th, The Culino Company (cards for [fol. 2825-A] party), \$16.22. On the 23d, Gossett, Ellis, Dietrich and Taylor, \$1,000. On the [22th], Rose Todd's salary, 16th to the 1st, \$32.50. On the 30th, Fred V. Brown's salary for November, \$5. On the 30th, Kansas City Chair Rental Company, \$12.14. On the 30th, G-R Sound Service, \$15.

[fol. 2829] By Mr. Tyler:

Q. I see an item there for the month of November, 1937, "Allowed for collecting, cafeteria." What does that mean?

A. That was the dues that were allowed the collector of dues in the cafeteria for the actual collection of dues.

Q. Was or was it not the custom of the union to allow a compensation for members who collected dues during those [fol. 2830] early days?

A. Yes, sir.

Q. If that was abandoned, when was it abandoned?

A. It was abandoned, with the beginning of the check-off system they asked the company for.

Q. Who asked for that check-off system?

A. The Donnelly Garment Workers' Union.

Q. I see, also, an item for refund in connection with dues. What does that mean?

A. The dues had been overcharged. At this time, because of this change from one method of collecting dues to another, this possibly would have been a payment ahead, of two or three months' dues, which some of the members chose to do, and then when we began to deduct that from their salary we refunded some that had been paid ahead.

Q. As treasurer have you ever knowingly received or accepted from the company a larger amount of money representing dues held out by the company than the actual number of members of the union? A. No, sir.

Q. Will those pages of monthly receipts and disbursements show payments every month since the existence of the union?

A. Yes, sir, I believe so.

Q. Mr. McConaughy, do you remember a meeting of employees of the Donnelly Garment Company on March 18th, 1937?

[fol. 2831] A. Yes, sir.

Q. Were you present at that meeting?

A. Yes, sir.

Q. What time of day was it held?

A. After working hours.

Q. Where was it held?

A. On the second floor of the Corrigan Building.

Q. Was that floor of the Corrigan Building at that time leased by the Donnelly Garment Company or the Donnelly Garment Sales Company? A. No, sir.

[fol. 2832] Mr. Tyler: Mr. McConaughy, you were a member of the executive committee of the union at the [fol. 2833] time of the negotiations of the working agreement with the companies on May 27, 1937?

A. Yes, sir.

Q. Did you attend any conference between the representatives of the union and the representatives of the company on May 27, 1937? A. Yes, I did.

Mr. Tyler: May I have a copy of the working agreement?

Trial Examiner Batten: Board's Exhibit No. 6.

(Thereupon Board's Exhibit No. 6 was handed to Mr. Tyler.)

Mr. Tyler: I hand you Board's Exhibit No. 6, being the articles of agreement between the Donnelly Garment Workers' Union and the Donnelly Garment Company and the Donnelly Garment Sales Company, and ask you what matters were discussed in those negotiations between the union and the companies on May 26, 1937.

Trial Examiner Batten: Mr. Tyler, I want to make the same ruling on this that I just made on the other. There have been two members of this executive committee testify in detail about this, and either two or three of the respondent's witnesses. So, unless you are going to cover matters that have not thus far been covered, I don't want to go into it with this witness. Now, if there is anything else, anything new, I want you to cover it with this witness, [fol. 2834] but Miss Todd and Mr. Atherton, both of whom were at this meeting, testified quite extensively about these negotiations—and Mr. Baty, and I believe Mrs. Reeves. So, unless there is something new, I think it is cumulative.

Mr. Tyler: Your Honor has stated it is regarded by you as a matter of substantial importance as to whether there were real negotiations. I think the number of witnesses who were present and who recall matters of discussion or argument tends to establish genuine negotiations.

If Your Honor regards that fact as definitely established I will not offer further evidence on that point. If you do not consider it as definitely established, I certainly think I should go into it.

Trial Examiner Batten: You do not expect me to answer that question, do you?

Mr. Tyler: Well—

Trial Examiner Batten: As Trial Examiner of this case, do you expect me to answer that question now?

Mr. Tyler: I have no expectation one way or the other, but I do think that unless Your Honor feels that is definitely established, I should be allowed to present the evidence by the persons who were present at those negotiations.

Trial Examiner Batten: You may present it by an offer of proof.

Mr. Stottle: Mr. Examiner, respondent would say, in [fol. 2835] that connection, that your statement that unless some new matters were to be gone into—it could hardly be determined what the witness would testify to unless he is permitted to answer the questions and state what did occur.

Trial Examiner Batten: Mr. Stottle, I presume Mr. Tyler has interviewed this witness as to his testimony, and gone over it thoroughly, as every attorney should before examining his witness, so that he should be able to judge that. I can't. I am simply saying, if there is anything this witness can testify to about these negotiations that will add to the information in this record, certainly the Examiner wants it and the Board wants it. If it is simply a matter of repeating what at least four other witnesses have testified to, I don't think it is necessary.

Mr. Stottle: Respondent desires to show in an offer of proof that the witness is excluded from testifying, for the reason you have indicated, that is an important matter; and, for the reasons Mr. Tyler has stated.

Trial Examiner Batten: I think it is an exceedingly important matter. I agree with you on that.

Mr. Stottle: What is the ruling on the objection to this witness being excluded from testifying on it?

Trial Examiner Batten: I will reserve my decision.

Mr. Tyler: For the present the ruling is, this witness is not allowed to go into the negotiations of May 27, 1937?

[fol. 2836] Trial Examiner Batten: Excepting in so far as he testifies to matters that have not yet been covered.

By Mr. Tyler:

Q. Do you know, Mr. McConaughy, as to what matters have been described in this hearing as being covered by the negotiations of May 27?

A. I wasn't present at the time of the testimony of any other witnesses in this courtroom on that subject, so I don't know exactly what has been covered.

Q. Has anybody told you fully, in detail, as to what has been covered by the other witnesses? A. No, sir.

Q. Were you present at any negotiations of June 21 or June 22, 1937?

Mr. Stottle: Just a moment. Mr. Examiner, in view of the witness' last two responses, respondent renews its objections to his being excluded from testifying, because it is apparent that no one could determine now whether he has any new matters [of] not.

Trial Examiner Batten: Mr. Stottle, you have been present every day of this hearing, haven't you?

Mr. Stottle: Yes.

Trial Examiner Batten: And you, Mr. Tyler?

Mr. Tyler: I have been absent a day or two.

Trial Examiner Batten: But you have had Mr. Patten or Mr. Lane, or someone, representing you every day of [fol. 2837] this hearing, have you not?

Mr. Tyler: Yes.

Mr. Stottle: But, Mr. Examiner, I have never discussed with Mr. McConaughy one word as to what his negotiations were—

Trial Examiner Batten: I want the record to show that while the witnesses have not been here all the time, the attorneys have been.

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[fol. 2838] By Mr. Tyler:

Q. Mr. McConaughy, your work requires that you be present in the building of the Donnelly Garment Company practically every working day, does it not?

A. Yes, sir.

Q. Does it require that you go from floor to floor in that building frequently? A. Yes, sir.

Q. Were you familiar with the principal subjects of discussion among the employees of the two companies during the months of March and April, 1937? A. Yes, sir.

Q. What were the principal subjects of discussion?

A. Strikes at the Gernes plant, and what we might be able to do to protect ourselves from the apparent danger that was due us in a short while.

Q. Did you ever hear of any threats that the same proceedings would be taken as to employees of the Donnelly companies as were being taken against employees at the Gernes, Gordon and Missouri plants?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: Objection sustained.

By Mr. Tyler:

Q. What was the attitude of mind of the employees of the Donnelly Garment Company and the Donnelly Garment [fol. 2839] Sales Company during March, 1937, in regard to the possible action of the International Ladies' Garment Workers' Union against them.

A. Everyone felt that—I talked to numbers of them on my job in the service department at that time—I talked to hundreds of people every day, and they were all expressing concern over the happenings that were taking place all over town, and many of them told me of having heard directly from people they knew there, or else overheard people who were in the line of strikers, that we were going to be the next on the list, which naturally caused an agitated state of mind throughout the plant and no one could pursue his job with a great deal of peace of mind, because he didn't know at what time he was going to be kept from coming into the building himself.

Trial Examiner Batten: Mr. Tyler, I think I have indicated previously on this matter of violence and this

situation in Kansas City that I didn't think it was material, and therefore asked the respondent to make an offer of proof.

And I think yesterday I indicated, on this attitude of mind of the employees as a result of this situation, that I didn't consider it material.

Therefore, I will ask that you prepare an offer of proof on it, because I don't think the respondent can be held responsible for a situation that is a matter of employees' [fol. 2840] organization by unions and matters of that kind.

I think I have stated before, I don't think it is material to the issue as to whether or not the respondent formed this union, dominates it, or sponsors it. Therefore, I would ask that you prepare an offer of proof on that question.

Mr. Tyler: I wanted to make it clear I wasn't waiving my point heretofore made on that matter. Hereafter, then, I will offer a written offer of proof on that point, without endeavoring to go into it with individual witnesses.

Trial Examiner Batten: Yes. And I want to say, as I said to Mr. Ingraham yesterday, the offer of proof which you make will have the same force and effect as though you had presented the witnesses here and offered it that way.

Mr. Langsdale: What about this answer he just made to the last question? Does that stand, so that it will be the subject of cross-examination?

Trial Examiner Batten: I permitted the questions to be asked up to the point where I could tell what it was all about. I thought Mr. Tyler was going into that subject matter.

Mr. Langsdale: There is one phase of the answer I want to cross-examine on if the answer stands.

Trial Examiner Batten: Of course, I do not expect to have cross-examination on a matter which I have asked [fol. 2841] for an offer of proof on and stated that I don't

consider it to be matériel. Therefore, I wouldn't consider the witness' answer, or the question, material.

Mr. Tyler: If the Examiner has already ruled that it is, in his opinion, incompetent and not admissible, and therefore when I offer this written proof I may expect you to make the same ruling, I see no ground for cross-examination.

Trial Examiner Batten: I don't believe I said it was incompetent. I don't think I used that term.

Mr. Tyler: No.

Trial Examiner Batten: But any offers of proof the parties offer, Mr. Tyler, when they are offered I intend to make a ruling, as I stated at the beginning of this hearing, that will be served on all of the parties. You cannot assume that I will make the same ruling, because I might change my mind and want to hear all of that testimony.

Mr. Langsdale: I move to strike the answer of the witness to the last question.

Trial Examiner Batten: It may be stricken.

Mr. Lane: Mr. Examiner, do I understand if you reject an offer, so that the record stands that there is no evidence —

Trial Examiner Batten (interrupting): If I would reject this offer on the ground that I do not consider it material and relevant, of course this witness—As yesterday, with the respondent, we permitted a witness, in some cases, [fol. 2842] to go ahead and answer the question, because, as I have discussed with you attorneys frequently, I want sufficient questions in the record so that if the matter is reviewed by the Board or the Courts they will know what it is all about.

Mr. Lane: Do I understand if these written offers are accepted by you the hearing will be reconvened so that these witnesses can be recalled?

Trial Examiner Batten: Whatever ruling I make will be sufficiently covered and you will be advised of exactly what the status of the matter is.

Mr. Langsdale: If you do permit the offer, then it would be necessary, would it not, to call the witness for the purpose of cross-examination?

Trial Examiner Batten: I just said, Mr. Langsdale, when I make my ruling all of these matters will be fully covered in the ruling. That is exactly what I mean. And when my ruling is served on the parties, if you have an exception to take, you may take your exception.

* * * * *

[fol. 2843] Mr. Stottle: Mr. Examiner, although the witness is a witness of the intervener, respondent deems the answer which was made, which has just been stricken out, as material evidence in the case and desires to except to the ruling; and asks the Examiner if it may be understood that respondent may have exceptions to rulings you make as to the intervener's witnesses without requesting it each time.

Trial Examiner Batten: You are requesting that you be allowed to save exceptions to rulings as to intervener's witnesses from now on?

Mr. Stottle: No. May it be understood we have an automatic exception to the rulings? If it were considered an adverse ruling to us, I understand we would automatically have an exception, but Your Honor might not deem this matter an adverse ruling to the respondent.

Trial Examiner Batten: The record will stand as it is now as to my statement on exceptions. I think that matter is covered in the record.

Mr. Stottle: Respondent does except to the striking of this answer.

Mr. Tyler: Mr. Examiner, it will be somewhat difficult for me to prepare written offers of proof at the same time as offering oral evidence. May I have—

[fol. 2844] Trial Examiner Batten (interrupting): I understand, Mr. Tyler, of course, you being the last one, I can't expect you to prepare them now. When the oral testimony is finished—all of the parties—I will give you a reasonable length of time to prepare these offers of proof.

Mr. Lane: Does Your Honor have a complete statement of the offers we are to make, or are we bound to keep track of it?

Trial Examiner Batten: I think the record indicates it. I am also keeping track of it. If you miss any I will probably call it to your attention. I intend to set a date by which time all offers and all material must be in, and if they are not received by that date I will assume you do not intend to submit any, because sometime, on some date, this thing has to be closed, but I will make it a reasonable time.

By Mr. Tyler:

Q. Mr. McConaughy, did any employer or representative of the employer ever in any way endeavor to coerce or threaten you in connection with membership in the Donnelly Garment Workers' Union or any other union?

A. No, sir.

Q. Did any employer or representative of the employers offer you any inducement such as favorable working conditions or increase in pay, or promotion, in case you would take part in the organization or membership in the Donnelly Garment Workers' Union?

[fol. 2845] A. They did not.

Q. Do you know of any employee in the plant, or any extra employee in the plant, who was threatened or induced in connection with membership in that union or any other by the employer or any representative of the employer?

A. Not to my knowledge.

Q. Have you had any increases in salary, or in wages, since you have been employed by the Donnelly Garment Company?

A. Yes, sir, innumerable ones.

Q. Will you name them?

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[fol. 2851] By Mr. Tyler:

Q. Mr. McConaughy, I show you the minutes of the Donnelly Garment Workers' Union of May 25, 1937, in which appears an article which was read to those present

from the noon paper. The article is set out on the first page. I will ask you if you remember that meeting.

(Thereupon the article referred to was handed to the witness by Mr. Tyler.)

A. Yes, sir, I remember the meeting.

Q. Did that meeting convene at 3:45 p. m.?

A. No, sir. We have never had a union meeting except after working hours.

Q. At that meeting did Miss Todd say to those present along at the beginning of her remarks, "I want to tell you this is going to be two meetings, the first being a meeting of the Donnelly Garment Workers' Union and after that the meeting of the Loyalty League"?

A. No, sir, she did not say that.

Q. Was that meeting followed by a meeting of the Loyalty League?

[fol. 2852] A. No, sir.

Q. Mr. McConaughy, when you were on the stand previously in this case did Mr. Langsdale ask for the folders containing the invoices of the Donnelly Garment Workers' Union?

A. Yes, sir.

Q. Were they handed to him? A. Yes, sir.

Q. Were the invoices for chair rentals which you have identified at this time on the stand in the folders which were handed to him?

A. Yes, sir.

Q. Do you know whether he had possession of those folders for any length of time or not?

A. He had possession of them over the lunch hour.

Trial Examiner Batten: You are referring to Intervener's Exhibits 17-A to 17-I, inclusive?

Mr. Tyler: Yes, sir. Those offered this morning.

By Mr. Tyler:

Q. Were you present at a meeting of the employees along about the end of March or the first of April, 1937?

A. Yes, sir, I was.

Q. Where was that meeting held?

A. On the second floor of the Corrigan Building.

Q. What time of day was it held?

A. Just after working hours.

[fol. 2853] Q. Can you fix the date of that meeting?

A. I believe it was the 29th or 30th of March. At least, it was about a month before the formation of our union.

Q. What was the date of the formation of the union?

A. April 27.

Q. What happened at that meeting?

A. It was a short meeting. We all stood up around the platform, and Miss Todd called the meeting to order. She informed us she had consulted Mr. Tyler a few days before with a view to getting injunction relief in case it was necessary, and he desired to have a retainer's fee, and wanted to know how we wanted to get it.

There was a number of ideas put forth as to how to do it—dances, and stuff like that, but one of the members got up and made the motion that we donate 50 cents apiece to pay Mr. Taylor his retainer's fee.

The meeting was adjourned as soon as that business was transacted.

Q. Do you know who made that motion?

A. Miss Daisy Kilby.

Q. Was that motion put to a vote?

A. Yes.

Q. What was the result?

A. That we would take it up, the 50 cents.

Q. Do you know whether 50 cents apiece was collected [fol. 2854] from the employees?

A. Well, I got it from the ones in my department, and paid it myself.

Q. From about how many people did you collect 50 cents apiece?

A. The boys that work around there, 10 or 12.

Q. How soon did you make that collection?

A. Within a few days. I might have waited until April 1 for a pay day, I don't remember.

Q. Did you or did you not attend a meeting on April 27, 1937? A. I did.

Q. Where was that meeting?

A. On the second floor of the Corrigan Building.

Q. What time of day was it held?

A. Right after working hours, between 4:30 and 5, I would say.

Q. Who attended that meeting, in a general way?

A. All of the employees. I didn't see any of our executives, or anybody like that, but everybody else was down there.

Q. Did you see any officer of either company there?

A. No.

Q. Was anybody with authority to hire or fire employees there? A. No.

Q. Tell the Examiner what occurred at that meeting.

A. Well, we all went down—word was passed around [fol. 2855] that there was to be a meeting, and we went down on the second floor, and the meeting was called to order by Miss Todd, acting as chairman, and she said that recent news press notices had said the Wagner Act was valid, and Mr. Tyler, as a result of that, had gone into the fact and was going to advise us about forming a labor union.

● Mr. Tyler then spoke about why he thought it was a good idea for us to form our own labor union, if we wanted to.

Then, we had a discussion among the members there, and it was moved by someone from the floor that we have a labor union, and the motion was carried.

Then, the matter of the name was brought up. The name Donnelly Garment Workers' Union was suggested, and the motion was made that Miss Todd appoint a nominating committee to bring in names for nine chairmen, and the motion was carried and the nominating committee left the room.

While they were out of the room we passed out cards which said, "I hereby desire to become a member of the

Donnelly Garment Workers' Union and abide by its by-laws," and we were told to sign them if we wished, or not to if we didn't wish.

And then, Mr. Tyler read the by-laws that he had drawn up tentatively; with the provision that in case we wished to amend them they could be amended at any meeting by a majority vote. These by-laws were adopted.

[fol. 2856]. By that time the committee had returned from selecting their Board, and we put that to a vote, after there had been requests for any other nominations from the floor, and there were none. We put this group to a vote, and they were elected.

Some of the cards were collected at the meeting, I think the major portion of them—some of them the next day.

Then, that adjourned the meeting, I believe.

Q. How did you get notice that that meeting was going to be held?

A. I may have answered the phone call, or I may have had one of the other boys—just by word of mouth some way.

Q. Did anybody give you orders to attend that meeting?

A. No, sir.

Q. Did anybody hint to you that it would be for your own good to attend that meeting or to your damage if you didn't attend it? A. No, sir.

Q. Did you ever hear at a meeting of the union the statement made from the platform that the employees should not consider what Mrs. Reed or Mr. Dubinsky wanted, but only what they themselves wanted with regard to union matters?

A. That has been repeated repeatedly.

Q. Did you ever hear any contrary statement to the effect that the employees should find out what Mrs. Reed wanted and give consideration to that?

[fol. 2857]. A. That wasn't their concern.

Q. Did you ever hear any statement made that you should give attention to what Mrs. Reed wanted?

A. No, sir.

Q. Did you join the union of your own free will and accord? A. Yes, sir.

Q. Was any inducement offered you to join the union?

A. None whatever.

Q. Are you satisfied with it as your bargaining representative? A. Yes, sir.

Q. Do you know of any employee in the plant ever complaining that pressure was brought on him or her with regard to his or her affiliation with any labor union?

A. No, sir.

Mr. Tyler: That is all.

Trial Examiner Batten: Mr. Tyler, on the three matters this witness has testified to, one being the last question you just asked, of his own free will, if you call a witness for some other purpose—I don't know as there is any objection to asking that question, although I don't consider it material to ask a witness that on the stand. From the respondent yesterday I asked for an offer of proof on that, so I don't want you to think that by passing the matter up —In other words, if you contemplate calling 1,200 [fol. 2858] employees and asking them that question, it is an entirely different matter.

On the meeting of April 27, which this witness testified to, unless you have witnesses that can add something to what has already been testified to, I don't want you to offer any further witnesses on it. You may make it in an offer of proof.

As to the March 27 to April 5 meeting, I permitted this witness to testify, because I thought perhaps he would be able to definitely place the date. Now, unless other witnesses have something to add to the testimony we have already received on this meeting, you may make an offer of proof as to that.

Mr. Tyler: I understand, then, as to any testimony regarding the April 27 meeting, unless I have some item about it hitherto not touched upon it is your ruling that I need not ask succeeding witnesses those questions, but to make an offer of proof on it?

Trial Examiner Batten: You do not need to present another witness for the purpose of having the witness sworn and ask the question and then have the witness stopped. You may make your offer the same as if the witnesses were here and sworn.

Mr. Tyler: And the same ruling as to the meeting held about the last of March or first of April?

Trial Examiner Batten: As to any offer of proof you make.

[fol. 2859] Mr. Tyler: And as to the other matter, the free will of the witnesses, of course Your Honor understands my position, that that is as much a fact as his indigestion or whether he has a broken leg, and the best way to get that is to ask him about it.

Trial Examiner Batten: You say it is an objective like a broken leg. I can see a broken leg, but I can't see this witness' mental reaction to that question.

Mr. Tyler: The best way you can is to hear him testify about it. As to that question, shall I put that in an offer of proof?

Trial Examiner Batten: If you intend, as Mr. Ingraham indicated to me that he did, calling a very large number of witnesses to testify on that point, I say you had better submit it in the form of an offer of proof. If you submit witnesses on other matters and you incidentally ask them that question, I have no objection, although I still don't consider it material, for the reasons I have previously stated in the record, but I wouldn't have any objection to it.

Mr. Tyler: That is all, Mr. McConaughey.

Cross-Examination.

[fol. 2860] Mr. Langsdale: How long have you worked for the Donnelly Garment Company?

A. Nine years.

[fol. 2866] Q. When asked by Mr. Tyler how you got notice of the meeting of April 27 you stated that you might have answered the phone, or one of the boys might have answered? A. That is right.

Q. That you didn't just recall?

A. I beg your pardon.

Q. That you didn't just recall how you got that notice?

A. That is right.

Q. In the so-called Judge Miller hearing I find that, on [fol. 2867] page 1163, in talking about that meeting you were asked this question:

"Q. What kind of notice was given of that meeting?

"A. Well, I have a house phone, one of our inter-departmental phones in our department. I was called by the telephone operator to the effect that there would be a meeting, and would I please inform the people in my department to that effect, and I did."

You made that answer to that question in the Miller hearing?

A. If it is there, I suppose I did.

Q. Well, is that true?

A. Yes. And, further, in the same hearing, the Miller hearing, the question and answer following the ones just read:

"Q. Who was it called you, do you know?

"A. It was Miss Wardell, the telephone operator."

Did you make that answer to that question?

A. If it is in the record.

Q. Well, is it true?

A. It was my recollection then, and now, that you refresh my memory, it is true.

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By Mr. Leary:

Q. I believe you stated the company has never overpaid the union on the check-off. Is that what you meant to say?

[fol. 2868] A. That is right.

Q. Is the check-off money given to you monthly?

A. Either to myself or Miss Todd.

Q. Has it ever been given to you? A. Yes.

Q. What check do you make to determine whether or not there is too much money in the amount the company gives you?

A. Well, my check on that is to take the figure and divide it by 25, find out what the total number is, and find out how many we should have, and see how it comes out.

Q. Where do you find out the number you should have?

A. We have our file of cards that are signed by members, which we keep in Miss Todd's desk at all times, and we know how many members we have.

Q. Who keeps that file up to date?

A. Either myself, Miss Todd, or Miss Green.

Q. Where do you get your information to keep it up to date? A. From the employment department.

Q. When do you check with the employment department on that matter?

A. We get a slip from them just periodically, no special time.

Q. Have you any of those slips you have ever received?

A. No, sir.

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[fol. 2869] Q. Do you ever give any receipts to your individual members? A. No, sir.

Q. Does the company give them receipts for money they have paid to the union?

A. Give the employees receipts, is that what you mean?

Q. Yes.

A. No.

Q. Are you sure of that?

A. Oh, I suppose you would call it a receipt. On our check stubs it lists all of our deductions, hospitalization, and so forth, and union dues are marked on the stub. It is thumbnailed on there.

Q. And, as far as you know, the members of your union accept that receipt as all they need; is that it?

A. That is right.

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[fol. 2870] Q. Isn't it true that an employee must be working a certain number of days per month in order to be paying dues? A. Yes, primarily.

Q. What is it? A. Yes, in a general sense.

Q. How many days a month do you have to be employed in order that you must pay dues?

A. I don't know.

Q. You haven't any idea?

A. Not the slightest.

Q. You are the treasurer, you say?

A. Yes, I am.

Q. Has that question ever arisen in your experience as treasurer of the organization? A. No, sir.

Q. Is it your testimony that Miss Todd came to this meeting of an unidentified date, sometime late in March, 1937, or thereabouts, and stated that a committee of three had called on Mr. Tyler and that it was necessary to raise \$500 as a retainer for Mr. Tyler?

A. I don't recall she said how many. She said, we and some other employees.

[fol. 2871] Q. Other than that, is not my statement correct?

A. It is substantially correct, yes.

Q. Your understanding of that was that nothing was to be done by Mr. Tyler until he received the \$500; is that it?

A. I am sorry, I don't understand a retainer's fee as clearly as that. I just thought he would probably go ahead with his investigation. I don't know what a retainer's fee means to you fellows.

Q. Nonetheless, the \$500 was collected, was it not?

A. Yes.

[fol. 2874-75] Q. When you collected this money sometime in late March or early April, 1937, did you give the payors receipts? A. No, sir.

Q. Whom did you give the money to?

A. I don't remember.

Q. Haven't you any idea?

[fol. 2876] A. No, I haven't.

[fol. 2877]

Redirect Examination

By Mr. Tyler:

Q. Is the Loyalty League still in existence?

A. Yes, sir.

Q. Have you attended any meetings, parties, picnics, or socials in the last couple of years?

A. I don't remember any meetings. I have attended a number of picnics.

Q. Was the meeting of March 18, 1937, a meeting of the Loyalty League? A. No, sir.

Q. Was the meeting held about the end of March or the first of April a Loyalty League meeting?

A. No, sir.

Q. Did that meeting toward the end of March or the first of April approve or ratify the report of the employees who said they had hired attorneys about the injunction investigation? A. Yes.

Q. Is the Donnelly Garment Workers' Union a successor to the Loyalty League?

A. In no way.

Q. Did you ever attend a meeting of the Loyalty League at which the members talked about, "Now we will [fol. 2878] have the Donnelly Garment Workers' Union to do so and so." Did you ever attend any such meeting or hear any such conversation? A. No, sir.

[fol. 2879]

Recross Examination.

Mr. Stottle: Will you state what negotiations occurred on May 27, 1937, between your committee and the Donnelly Garment Company and the Donnelly Garment Sales Company as to your working agreement?

Trial Examiner Batten: Will you give him a copy of that?

[fol. 2880] A. On May 27, the committee of employees [fol. 2881] met in Mrs. Reed's office, and we took along a draft of our agreement that we had drawn up to be [ready] over and considered by Mrs. Reed and her affiliates.

We convened about 10 o'clock in the morning, 9 or 10 o'clock in the morning, and Mr. Tyler read the contract,

or read part of the contract to the parties that were there, and there was conversation about various points as he came to them. But after he was about halfway through Mrs. Reed said she would like to go over the contract with her constituents, and we were to meet again in the afternoon, possibly at 12 o'clock.

We were in Mrs. Reed's office from about 10 to about 12, and returned again at 2 o'clock.

During this time Mrs. Reed had read the contract, and we took up the various points which she didn't like and the points we didn't like that she might have offered.

I believe the first point of controversy I can notice here (referring to Board's Exhibit 6) is on the rates of pay in paragraph 2.

It states that we should have a minimum of \$15, and Mrs. Reed objected to this because she didn't feel she should tie herself down for a two-year period for paying that minimum wage. Although she had been paying that \$15 minimum wage to some of the pieceworkers, yet none of our time workers had received such a minimum guarantee at all.

[fol. 2882] The working hours of 40 hours a week, Mr. Brown was very insistent on bringing that point in. I know most of the boys in the department where he was working and where I was working were very desirous of getting the 40-hour week. We had had a taste of it under the N. R. A. and we liked it.

By Trial Examiner Batten:

Q. Are these all matters you discussed in the May 27 meeting? A. Yes, sir.

Q. That you had had a taste of it under the N. R. A. and all of those things you are stating, are things you stated there?

A. With the exception of the taste of it.

Q. Mr. Stottle's question was, tell us what went on in the meeting.

A. All right. I will watch that. Under the seventh paragraph, Complaints and Grievances, Mrs. Reed wanted to have the right of having an employee come to her as

well as our own union, and of course that was acceptable to us, because that was a right under the law, anyway, but that was a point she brought out, and it was inserted.

Q. A right under the law. What do you mean?

A. According to the Wagner Act, as it has been explained to me, the employee doesn't necessarily have to go through the group.

Q. You mean, the individual can go and bargain with the boss?

[fol. 2883] A. Under Complaints and Grievances.

Q. What is your opinion of the difference between grievances and bargaining?

A. Well, bargaining is the original concept of what is right and what is wrong for the two groups. After the contract has been made, any points that the person seems to feel is not living up to the contract would be a grievance. The contract itself, of course, is not a grievance.

Q. Does that mean if a matter should arise not covered by the contract the individual could go to the Employer?

A. I don't know. That hasn't arisen, to my knowledge.

Q. I just wondered.

A. Paragraph 9 Mrs. Reed objected to, but we were very insistent on getting a closed shop for our own protection.

By Mr. Langsdale:

Q. Is paragraph 9 the closed shop paragraph?

A. Yes, sir. But she agreed to it, after some discussion with her constituents.

Paragraph 12, on arbitration, was presented by ourselves, with the exception that the company asked that the third party on the arbitration should be made up of a judge of the United States District Court.

Q. You say that was the suggestion of Mrs. Reed?

A. I said, that point of the arbitration was suggested by her, which was written in. However, arbitration was in [fol. 2884] our original contract.

Q. She suggested the Federal Judge?

A. Right. Vacations, under paragraph 15, was a heated subject of controversy, because it required Mrs. Reed to give any employee who had been there over two years—

any piecework employee, or any employee, as far as that is concerned, two weeks' vacation with pay.

It had been the custom before that for anyone over there a year, to give them one week's vacation with pay, and there was a tie-up of certain money to her which she didn't want to do. But we brought out the point that our time workers had gotten two weeks and we felt we were bound to do as well by our pieceworkers, which represented a larger group, as the time workers had.

Paragraph 16, although it had already been the practice of the company to pay a portion of our Prudential Life Insurance, and so forth, was a point put in by us. We brought out the point that she was doing it, and we said we wanted it in there, anyway, so that the assurance of that for two years would be ours, so that we wouldn't have the anxiety in case she should decide not to do it.

The length of the contract, that was discussed. We wanted a two-year contract. We felt we couldn't probably, get a contract for any longer than that, but we did want it for two years. Mrs. Reed was very insistent that it be a year's [fol. 2885] contract because she didn't want to tie herself down to any two years to be paying the increases she would be forced to pay by the new contract.

I think that pretty well covers it, Mr. Stottle.

By Mr. Stottle:

Q. Mr. McConaughey, did you and your committee feel that a Federal District Judge would be as fair and unbiased as any person who could be chosen to act as a third party on the committee?

A. Oh, yes. We had no objection to that.

Q. Mr. McConaughey, you testified that the first meeting was from approximately 10 o'clock to 12 o'clock is that right? A. That is right.

Q. Was discussion going on between the parties during that period of time?

A. Yes. They were reading the contract and voicing opinions on it.

Mr. Stottle: That is all.

Trial Examiner Batten: Mr. Langsdale?

By Mr. Langsdale:

Q. You say at the meeting of May 27 Mrs. Reed held out on the closed shop provision of the contract, paragraph 9? A. That is right.

Q. Do you recall anything she said about it?

A. Just that she wanted to be able to hire whom she [fol. 2886] liked. She didn't want to be restricted to a closed shop.

Q. Did she say why?

A. Nothing but that she wanted a free rein in whom she would hire.

Q. Did she think someone might want to work there who wouldn't want to join the Garment Workers' Union? Did she say that? A. She didn't say that.

Q. Was there anything else she said in expressing her opposition to a closed shop?

A. No, sir, I don't believe so.

Q. Did I understand you to say the pieceworkers had never had any minimum at the Donnelly Garment Company until this contract of May 27?

A. No, sir. I believe you misunderstood me. I said it had been the practice of the company to pay pieceworkers a \$15 minimum; not that they were guaranteed it, but it had been their practice.

Q. You stated in answer to one of Mr. Leary's questions that you gave those employees who paid their 50 cents at the April 1, 1937, meeting no receipt?

A. That is right.

Q. Did you keep any record yourself of those who paid?

A. No.

Q. How did you know who paid and who had not paid? [fol. 2887] A. I would write down the names of the boys working around me, and when they would pay me I would put down a check mark, and send the money to whoever got it.

Q. How would those in charge of collecting from the 12 or 13 hundred, then, know who had paid, without any records at all?

A. I believe the primary—

Q. (Interrupting) Just answer the question. Do you know how those in charge of collecting the fund knew who had paid and who had not?

A. No.

Mr. Langsdale: That is all.

By Mr. Leary:

Q. Did you testify that you knew you wouldn't get more than two-year contract; is that it?

A. I didn't say we knew; I said, we didn't feel.

Q. You didn't feel as though you would get more than a two-year contract?

A. That is right.

Q. And you wanted more than a two-year contract; is that it?

A. Not exactly. I don't know whether we did or not. It was the subject of discussion, whether we could get more than a two-year contract, or what we could reasonably expect to get.

Q. You did testify you felt you would only get two years, didn't you? A. Yes.

* * * * *

[fol. 2888] Redirect Examination

By Mr. Tyler:

Q. Mr. McConaughy, on this 50-cent collection, did you actually collect from all of the boys in your group?

A. Yes.

Q. Did you report to whomever you turned the money over to that you had collected from everybody in your group? A. Yes, sir.

Q. In these negotiations about closed shop, do you remember Mrs. Reed said anything about she would like to feel anybody could work in her shop regardless of what he did or didn't belong to?

A. I believe that was the idea.

Q. I am not asking you for the idea. Did she say anything along that line? A. Yes, sir.

Q. She did say something along that line?

A. Yes, sir.

[fol. 2889] Q. Will you repeat what she said about that?

A. She felt she should be able to employ whom she wanted to, no matter who they were, or what they belonged to. She wanted to feel she would have a free rein in employing anybody who came into the place that she wanted to employ.

Q. Did the committee before it went to see Mrs. Reed on May 27 determine how long a contract they were going to ask for, before they went in to talk to Mrs. Reed at all?

A. Yes, sir.

Q. What did they determine on?

A. Two years.

Q. Did they make up their own minds about how much time they were going to ask for before they went in there? A. Yes, sir.

[fol. 2890] Trial Examiner Batten: Before proceeding with the witnesses I think I should indicate for the record that Board's Exhibit No. 1-KKKK is the amended complaint, which is received.

Board's Exhibit No. 1-LLLL is the respondent's answer to the amended complaint.

And, Mr. Tyler, 1-MMMM will be reserved for the intervenor's answer, so that those three documents will be together in the record.

1-LLLL will be received.

1-MMMM is the respondent's offer of proof covering sub-section B of its answer.

(Thereupon the documents, above referred to were marked for identification "Board's Exhibits Nos. 1-KK-KK, 1-LLLL, 1-NNNN," and were received in evidence.)

I presume in that offer of proof, Mr. Ingraham, you refer to certain named persons who would testify?

Mr. Ingraham: That is correct.

Trial Examiner Batten: Then, you say, further, "including the documents and exhibits which are in the N. R. A. Judge Miller case Exhibit No. 3. You are including all of that in your offer?

[fol. 2891] Mr. Ingraham: I am including all of the exhibits that the witnesses I have named testified about.

Trial Examiner Batten: You are restricting your offer to the witnesses named in Board's Exhibit No. 1-NNNN.

Mr. Ingraham: That is correct—and the documents they testified about.

Trial Examiner Batten: No. 1-0000 is the offer of proof by the respondent which covers the matters upon which an offer was requested as follows: The meeting of March 18, the meeting that occurred between March 27 and April 5, the matter, "Did you join of your own free will?" And the matter of the violence and the organizational campaign of the International Ladies' Garment Workers' Union in Kansas City. Is that correct?

Mr. Ingraham: That is correct.

Mr. Stottle: It includes some more, though, Mr. Examiner.

Trial Examiner Batten: What else does it include?

Mr. Stottle: The April 27 meeting.

Trial Examiner Batten: Pardon me. Also, the April 27 meeting. Five matters.

Mr. Stottle: No. It includes, also, the Loyalty League matter. We did include that in the offer of proof.

Trial Examiner Batten: I don't have that in my notes.

Mr. Ingraham: Your Honor, if you recall, we put on one witness, and then I said we had other witnesses, but if [fol. 2892] you were going to make a ruling that we should make an offer, that we would do that; and then, you made the same announcement made previously about the other matters.

Trial Examiner Batten: Whether I did or not, the record will indicate.

Mr. Ingraham: Yes, the record will show.

Trial Examiner Batten: Oh, pardon me. I do see that. You are correct, Mr. Ingraham. Now, those are the only matters included in your offer of proof, No. 1-0000, is that correct?

Mr. Ingraham: That is correct.

Trial Examiner Batten: Let me ask this question: The only matters which you have included in your offer of proof are the matters within my ruling?

Mr. Ingraham: That is correct.

Trial Examiner Batten: That is, you have not included in this offer of proof any new matters?

Mr. Ingraham: No.

Trial Examiner Batten: In other words, it is your intent and purpose to include in the offer of proof only those matters that might be construed as cumulative or repetitious? On the violence matter, of course, it couldn't be, because I wouldn't accept any testimony on that. But I want it understood that in the offer of proof you are not offering any testimony other than that under my ruling. That is, I [fol. 2893] told you if there is anything new, new testimony would be received. Is that correct?

Mr. Ingraham: Yes.

Mr. Stottle: That was our intention, and I think that is correct.

Trial Examiner Batten. I wanted that understood. It will be received.

(Thereupon the offer of proof above referred to was marked for identification "Board's Exhibit No. 1-0000," and received as evidence.)

Mr. Langsdale: Suppose something should crop up that is not new in the offer of proof, it would be just as necessary for us to move to strike it.

Trial Examiner Batten: That is the reason I wanted to clarify this point. If there should be something entirely new in there, I am not receiving it on the basis of an offer of proof. In other words, this offer of proof I am receiving contains only those matters within my ruling?

Mr. Ingraham: Yes. As I understood Your Honor, for instance, about the March 18 meeting, you ruled that you didn't care to hear any more testimony on that, and we could make an offer of proof about the March 18 meeting.

Trial Examiner Batten: Yes. But I said, with respect to all of these matters, that if you had witnesses to testify upon any new matters that hadn't been gone into, I would [fol. 2894] receive it.

Mr. Ingraham: Yes.

Trial Examiner Batten: And in receiving the offer, it is on the basis of that ruling?

Mr. Ingraham: Yes.

Trial Examiner Batten: The N. R. A.-Judge Miller case exhibits—I think you will all recall I reserved Exhibit No. 2 for certain N. R. A. testimony of the respondent, and I reserved Exhibit No. 7 for certain testimony of the respondent with respect to the Judge Miller case, and I reserved Exhibit No. 11 for the respondent's testimony with reference to the Sylvia Hull matter, and I reserved Exhibit No. 15 for certain testimony of the respondent.

The respondent has presented N. R. A.-Judge Miller case Exhibit No. 3 and has asked to have that marked as Exhibit No. 3. It will be received.

(The document above referred to was marked for identification "N.R.A.—Judge Miller Case Exhibit No. 3," and received in evidence.)

This contains not only the N. R. A. testimony but the Judge Miller testimony, also, and all testimony which the respondent wants to offer from the N. R. A. and the Judge Miller case. Therefore, Exhibits 7, 11, and 15 will not be used, although they were reserved for the respondent. You will find all of that testimony in Exhibit No. 3.

[fol. 2895] Now, the other attorneys have all been served with these papers; that is, the offer of proof, 1-0000 and N. R. A.-Judge Miller case Exhibit No. 3. I will expect them to file with me any objections to this testimony or to the offers of proof by Saturday morning at 9:30, and any additional testimony which they care to offer.

[fol. 2899] Trial Examiner Batten: If that is the case, I can give you notice now that the day this oral testimony closes, we will reconvene ten days from that date, and if it is otherwise I will notify you in the meantime.

We will proceed.

Mr. Ingraham: Mr. Examiner, yesterday I said I would bring a doctor's report in with regard to Mrs. Reed. I have now a letter from her doctor, and I would like to offer it in evidence. I have shown it to Mr. Langsdale and Mr. Leary.

(Thereupon the letter above referred to was marked for identification "Respondent's Exhibit No. 14.")

Mr. Ingraham: I offer Respondent's Exhibit No. 14.

[fol. 2902] Mr. Langsdale: What you want is to explain to the Examiner why she isn't here?

Trial Examiner Batten: For what it may be worth?

Mr. Ingraham: That is right.

Mr. Leary: I would say it is immaterial, then.

Trial Examiner Batten: On that basis I will receive it.

[fol. 2904] MARJORIE GREEN, a witness recalled, by and on behalf of the intervener, having been previously duly sworn, having been further examined and testified as follows:

Direct Examination.

Mr. Tyler: State your name, please.

A. Marjorie Green.

Mr. Langsdale: May I interrupt a minute? I requested Mr. Ingraham to bring in a list of the employees of the Donnelly Garment Company who received a raise to \$16.50 a week by reason of Board's Exhibit No. 7, which is the supplemental contract. He states that he has checked the payroll record and that there is no time worker who received any increase by reason of the \$16.50 provision of that contract? Is that correct? (addressing Mr. Ingraham.)

Mr. Ingraham: That is correct, but I do not state that [fol. 2905] the \$16.50 has been paid to the piece rate operators.

Mr. Langsdale: Well, are you checking that?

Mr. Ingraham: I am checking that, but that is a tremendous job.

By Mr. Tyler:

Q. Your name is Marjorie Green?

A. Yes, sir.

Q. And you are the same Marjorie Green who has testified before in this hearing?

A. Yes, sir.

Q. You are a member of the Donnelly Garment Workers' Union?

A. I am.

Q. And of the executive committee, or committee of chairmen, of that union?

A. Yes, sir.

Q. What office do you hold on that committee?

A. Secretary.

Q. How long have you been secretary?

A. Since the formation of the union.

Q. Miss Green, did you take the notes, the minutes of the organization meeting of the Donnelly Garment Workers' Union on April 27, 1937?

A. No, sir.

Q. Who did take those minutes?

A. I don't know.

Q. How do you happen to remember that you did not [fol. 2906] take them yourself?

A. I remember, because I sat in the back of the room.

Q. Did you come in late?

A. Yes, sir.

Q. Do you remember who was on the platform when you came in?

A. No. I couldn't see the platform clearly at all.

Q. Have you taken or kept minutes of other meetings of the Donnelly Garment Workers' Union?

A. Yes, sir.

Q. And, also, of meetings of the committee of that union? A. Yes, sir.

Q. Do you know whether you have kept minutes of all of those meetings or not?

A. No, I haven't kept a record of all of the chairmen's meetings; and there were some general meetings of which I did not keep the [meetings.]

Q. Do you say that was because you were absent?

A. Absent on vacation, or on account of illness.

Q. Would you say that you have kept most of the minutes? A. Yes, sir.

Q. You do stenographic work, Miss Green?

A. Yes, sir.

Q. How long have you done that?

A. About ten years.

Q. Have you ever been secretary of any organization before this one?

[fol. 2907] A. No, sir.

Q. You know what quotation marks mean, do you, Miss Green? A. Yes, sir.

Q. What do they mean?

A. The words of another person.

Q. I hand you the minutes of the Donnelly Garment Workers' Union and ask you to notice whether you have used quotation marks rather freely in those minutes?

Mr. Leary: I think the minutes speak for themselves, Mr. Examiner.

Trial Examiner Batten: Do you mean, Mr. Tyler, that wherever the quotation marks appear in the minutes it means the persons have been quoted verbatim?

Mr. Tyler: That is what I am going to ask her, if that is what she means by the quotation marks?

Trial Examiner Batten: I understood she said that.

Mr. Tyler: No. She said she understands what quotation marks mean. I am going to ask her whether in using them in these minutes, she was quoting the exact words or not.

The Witness: May I answer?

Trial Examiner Batten: Yes.

A. No. I have used them incorrectly in some instances there. In a great many instances these are the exact words, but it doesn't mean in every place they are all of the words used. And I have changed some of the wording somewhat. [fol. 2908] Q. (By Trial Examiner Batten) Then, they do not mean anything, do they, to anybody reading through there? Your quotation marks do not mean anything?

A. No. They have been used wrongly in this instance.

Q. (By Mr. Tyler) What was your effort in keeping those minutes as to putting down everything that was said and exactly what was said, or something else?

A. I tried to take down the main points brought out, and all motions made, and all things of importance that were discussed.

There were times when I couldn't hear everything that was said, or things I didn't think were of importance, and did not put them down.

Q. Did you ever put anything into those minutes that did not happen? A. No, sir.

Q. Did you ever leave anything out of those minutes for the reason that you thought it might look bad to somebody who was examining them.

A. No, I didn't.

Q. You put down what you thought were the important actions taken? A. Yes sir.

Q. Will you look at the minutes for May 27, 1937?

A. That is a meeting of the chairmen?

[fol. 2909] Q. Yes. May 27.

(Thereupon the witness referred to the minutes specified by Mr. Tyler.)

Q. Have you looked over those minutes?

A. Yes, sir.

Q. If the words you have written there were all that were said in those negotiations and they were said without unusual delays, how long would it have taken you to take down that much notes?

A. Probably not more than 10 minutes.

Q. Do you know of your own knowledge whether those negotiations lasted longer than that or not?

A. Yes. They lasted several hours.

Q. Are you positive of that?

A. I am sure they did.

Q. What is the reason you do not have a greater amount of notes for those negotiations?

A. There was just too much general conversation. There would be a group of two or three here talking and answering each other's questions, and another group somewhere else, and people were interrupting one another too much. I put down what I thought were the conclusions we came to, and I didn't attempt to take down every word that was said.

Q. Did you ever ask Mrs. Greenhaw, whom you may have known as Mrs. or Miss Graham, to take notes of any meetings of the union or the committee of chairmen for you?

[fol. 2910] A. No, sir, I never did.

Q. Did she ever turn in to you any record which she said was notes she had taken of any meeting?

A. No, sir.

Q. Did you ever hear of her taking any notes of any meeting before this hearing?

A. Not to my knowledge.

Q. I will show you Board's Exhibit No. 18-A, and the letters following A, and ask you to look it over.

(Thereupon Board's Exhibit No. 18-A was accordingly read by the witness.)

Q. Have you read the exhibit, Miss Green?

A. Yes, sir.

Q. Is that or is it not a substantially true record of any meeting held that day?

A. It is not.

Q. What reasons do you have for saying it is not?

A. It appears to me to be a combination of meetings. In the first place, we have never had any meeting at 3:45 in the afternoon. It seems to be a combination of some other meetings.

I notice here in one place there is some talk about identification cards—about showing those. We used those identification cards when we were using the busses to come to work, and that was from about the middle of March to [fol. 2911] about the first of May. I don't think we were

using identification cards to get in the building at this late date in May.

Q. Do you notice any statement by Miss Todd about one meeting to be followed immediately by another one?

A. We never had anything like that.

Q. Did you ever hear Miss Todd make such a statement at any meeting?

A. No, sir, I never did.

Q. What investigation, if any, did the committee of the union make before making proposals to the employer on May 27, 1937?

A. We secured a list of salaries from the company, and we looked into business conditions and what would constitute a living wage in Kansas City, and wages paid in other garment companies, and we had heard friends who worked in other garment factories discuss it—we spent a great deal of time on it.

Q. Did the committee make any investigations again before presenting their demands as to wages in the wage schedule which was executed June 22, 1937?

A. Yes. We spent a great deal of time working on this.

Q. What matters did you consider?

A. We considered the wages that had been paid, and the wages that other companies paid, and the general cost of living.

[fol. 2912] Q. I show you Board's Exhibit No. 7, labelled "Supplemental Agreement," the agreement of May 27, 1937, and ask you what subjects, if any, mentioned in that wage agreement were the subject of negotiation between the representatives of the union and the management.

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Q. (By Mr. Tyler) The question was, which matters mentioned there were the subject of actual negotiations between the union representatives and representatives of the management.

A. On the second page here the subject of holidays, the five paid holidays—We had asked for five paid holidays. We had asked for this, and Mrs. Reed, or some other member of the organization, didn't like this [ideal] very well, and they granted us these five paid holidays but re-

served the right to make up for these holidays, if necessary, if they felt they needed the work.

Before, pieceworkers had not been paid for holidays.

And then, in this agreement the minimum wage was raised to \$16.50, and officials of the company stated that they—in fact, they just didn't want to agree to this at all, but we held out and insisted we have this minimum established throughout the plant of \$16.50, and the minimums of different classes of operators was raised.

Before, there had been a minimum throughout for pieceworkers of \$15. However, a great many of them made more, but they were not guaranteed anything above \$15.

And the minimum on cutters was raised from \$40 to \$42.50. And the same applies to mechanics. We asked for those increases.

Bundle boys were guaranteed a minimum of \$16.50 and \$18 per week of 40 hours. And throughout the plant the minimum for the different classes of operators were increased.

Q. Whose interests were you representing in these negotiations?

[fol. 2914] A. I was representing the interests of the employees.

Q. Were you doing that in good faith, or just pretending to do it?

A. I was doing it in good faith, to the best of my ability.

Q. How long did those negotiations last?

A. Oh, one day we had a meeting, and I think that lasted probably several hours, and the following day there was another meeting held, and it lasted an hour or two hours.

Q. Where was it held? A. In Mr. Tyler's office.

Q. Will you state who was present at the first conference you spoke of, which would be June 21, 1937?

A. I believe there was Mrs. Reed, Mr. Ingraham, Mr. Baty, Miss Frances, Mr. Tyler, and different members of the union committee.

Q. Who was present at the negotiations on June 22?

A. I think, about the same group.

Q. Miss Green, do you take dictation from Mrs. Reeves?

A. No, sir.

Q. Is your desk in her office?

A. No, it isn't.

Q. Where is your desk located?

A. It is out in the main office, and it is—well, I am not a very good judge of distance, but I imagine it is 10 or 15 feet from the door to her office.

[fol. 2915] Q. Has Mrs. Reeves ever undertaken to tell you what should be done about the union affairs, or what you should do in connection with union affairs?

A. No, sir.

Q. Has any other member of the Donnelly Garment Company or the Donnelly Garment Sales Company, or representatives of the officials, so undertaken to order you about the union affairs? A. No, sir.

Q. Has any of them ever given you a hint as to whether it would be to your welfare to join or not to join the Donnelly Garment Workers' Union?

A. No, sir, no one of them has.

Q. Or to join any other labor organization?

A. No, sir.

Q. You have never been offered any inducement by any member of the company to join the Donnelly Garment Workers' Union? A. No, sir.

Q. Do you know of any other employee being coerced or induced by the management as to taking action with respect to the Donnelly Garment Workers' Union?

A. No, sir.

Q. Did you ever have any knowledge of any financial support of the Donnelly Garment Workers' Union by any employer of the Donnelly Garment Company or Donnelly Garment Sales Company, or any representative of either company, or any official of either company?

[fol. 2916] A. No, sir.

Q. What is this piece of paper I hand you, Miss Green?

A. It is a resignation from the Donnelly Garment Workers' Union signed by Dewey Atchison, and it was made at our request.

Mr. Tyler: I ask that it be marked Intervener's Exhibit No. 19.

Mr. Tyler: If I haven't offered this in evidence, I offer [fol. 2917] it in evidence now.

Trial Examiner Batten: If there is no objection, it will be received.

Q. What complaints can you recall at this time that you gave consideration to as a member of the committee?

A. We had numerous complaints on the work, where the girls were unable to make their guarantees and we have investigated it and had it changed, and we have had numerous complaints of people there wanting to be transferred from one department to another, and we have had complaints about wanting increases in salary, and we have [fol. 2918] had complaints about holidays.

In one instance we were off on Monday and worked the following Saturday, and we handled that complaint. Some of them thought that should be considered as overtime, and we took care of that.

And then, we have had another complaint where it was brought to our attention that a certain instructor was being unreasonable with her employees, and that complaint was taken up with the management and the situation corrected.

Q. What did you mean to say "with her employees"?

A. What is that?

Q. You said a certain instructor was being unreasonable with her employees. Is that what you mean?

A. With the girls in her department.

Q. What was about [about] that?

A. It was taken up with the officials of the company.

Q. Was any improvement secured?

A. Yes, there was.

[fol. 2919] Q. (By Mr. Tyler) How often has the committee of the union held meetings?

A. Oh, twice a month, and in a great many instances oftener than that.

Q. Has the attendance at those meetings been about the same recently as it was when it was first formed?

A. Yes.

Q. Has the attendance at general union meetings been about the same in the last few months as the first few months?

A. Yes, I think it has.

Q. Do you, yourself, habitually attend meetings of the union? A. Yes, sir.

Q. Have you seen employees at those meetings wearing their working clothes?

A. Yes, I have seen some there wearing working clothes, and others in their street clothes.

Q. Did you ever attend a meeting held during working hours?

A. No, sir, I never did.

[fol. 2920] Q. Did you ever know of any meeting of the union held during plant working hours?

A. No, sir.

Q. How do you explain the girls' attending these meetings wearing working clothes if they are not there during working hours.

A. I assume—

Mr. Leary (Interrupting): I object to what her assumptions are.

Q. (By Trial Examiner Batten) Do you know, Miss Green?

A. Well, no one told me so, but I just am sure that is the fact.

Q. What?

A. That some of them get off just a few minutes before time for the meeting to start and rather than take time to go to their lockers and change clothes and have to run the risk of having to stand in the back of the room, they hurry on to get a seat and then dress after the meeting is over.

Q. (By Mr. Tyler) Is it a fact that those who come in late generally have to stand up at those meetings?

A. Yes.

Q. About how large is the average [attended] at union meetings?

A. Oh, I would say when we have a great number of employees it runs around 1,000 or 8 or 9 hundred. At other times, when we don't have so many people employed, it [fol. 2921] is naturally less than that, but there is a great number there.

Q. Did you ever see any official of the company or anyone else direct the employees to attend those meetings?

A. No, sir, I never did.

Q. Did you ever hear of that happening?

A. No, sir.

Q. Did you ever see any instructor tell the girls in her department to follow her to a meeting?

A. No, sir.

Q. Or take them to the meeting with her?

A. No, sir.

Q. Are you a member of the Loyalty League?

A. I am.

Q. How long have you been a member?

A. Well, I don't recall exactly, but I expect I have been a member ever since it was organized.

Q. Is it still in existence?

A. Yes, sir, it is.

Q. Have you gone to any functions, parties, picnics, or meetings it has held in the last two years?

A. Yes. I have been to carnivals, dances, and picnics.

Q. Was the meeting of March 18, 1937, a Loyalty League meeting? A. No, sir.

[fol. 2922] Q. Was the meeting about the end of March or the first of April, 1937, a Loyalty League meeting?

A. No, sir, it was not.

Q. Have you ever been present at any meeting of the executive committee when the matter of Rose Todd acting for the employees in connection with price-fixing was discussed? A. Yes, I have.

Q. What was said, what was talked in such a meeting?

A. Well, there was just a great deal of conversation, and it was agreed that since Miss Todd had spent, I should

say, several years—maybe longer—in doing that type of work, she was very familiar with it and understood it and would be the logical person to represent the union in that type of matter. She had formerly worked on the machines and understood a great deal about that type of work.

Q. Do you personally prefer the Donnelly Garment Workers' Union as your bargaining representative to any other union you know about?

A. Yes, sir, I certainly do.

Q. What are your reasons for preferring the Donnelly Garment Workers' Union?

A. Well, in the first place—

Trial Examiner Batten (interrupting): Mr. Tyler, I don't think it is material what her reasons are. She has a perfect right, as an employee of the company, to select [fol. 2923] any union she wants.

Mr. Tyler: I submit, one of the questions involved here is whether she does prefer it or whether the company is so dominating her that she has to belong to it.

Trial Examiner Batten: You mean by that, you contemplated calling all of the employees to testify to this question?

Mr. Tyler: I contemplate calling a large number.

Trial Examiner Batten: I can tell you now, I do not intend to listen to them.

Mr. Tyler: Well, on the present question—

Trial Examiner Batten (interrupting): She may answer this. I just don't think you should call these employees and put them on the stand and say, "Now, is this the union you want?" And so on, and so forth. This is no place to determine what the employees want. An election is the place to determine that. The think we are trying to determine in this hearing is, did this company have anything to

do with forming this union, or sponsoring it? That is the question we are trying to determine.

Mr. Tyler: We are not, also, endeavoring to determine whether the employer is now dominating it or dominating these employees?

Trial Examiner Batten: Yes, but you couldn't determine it by having these girls get up on the stand and testify here, in front of the management. The place to determine [fol. 2924] that is by a secret election, where they can vote and no one know how they vote. If you have a large number of witnesses to offer on that, you may make an offer of proof, because I don't [inten] to sit here and let you call all of these girls up here to testify whether they want this union to represent them.

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A. In the first place, we are able to be independent and manage our own affairs. We think we understand the needs of our plant better than anybody outside can understand them. What affects somebody in New York or Los Angeles doesn't affect us here.

And not only that, it is much more economical.

It gives us the right to bargain with our employer rather than through someone else.

Q. Miss Green, did you or did you not attend any meeting at which the employees decided to contribute 50 cents each toward the payment of attorneys for injunction advice?

A. I did attend that meeting.

Q. When was that meeting held?

A. Either the last of March or the first of April.

Q. Of what year? A. 1937.

[fol. 2925] Trial Examiner Batten: Mr. Tyler, are you going to ask her about something on this that has not been testified to yet?

Mr. Tyler: No, I am not going into that. That is one thing I understand I am restricted to an offer of proof on. I just wanted to ask her the date.

Trial Examiner Batten: If she knows the date—As a matter of fact, if you have any witnesses that have the exact date, I think we should have it.

Mr. Tyler: Do I understand the Board's position is that no such meeting took place?

Trial Examiner Batten: If you have any witness who can testify as to when this meeting did occur, I think we should receive it.

Mr. Tyler: That is all.

Mr. Shepard: I would like to have the record show, in view of your remarks with regard to a representative of the management being present, when this witness gave her answer in response to Mr. Tyler's question in regard to domination no member or representative of the company was present.

Trial Examiner Batten: I agree with you. Mr. Baty is not in the room, but I see him out in the hall. And of course the company's attorneys are here.

Mr. Shepard: We are here of necessity, of course.

Trial Examiner Batten: Yes, I assume you have to be here.

Cross Examination.

[fol. 2926] By Mr. Langsdale:

Q. Was it a man or woman who took the minutes at the April 27 meeting? A. I don't know.

Q. How many men stenographers did you have there?

A. I don't know, but I would say they would be very few.

Q. Do you know any of them by name?

A. Well, I know we have had several young fellows there who have been going to school—

Q. (Interrupting): I mean some stenographer capable of taking the minutes of a meeting like that.

A. Mr. Powell is a stenographer, but I don't know whether he was employed there at that time or not. And we had a Mr. Wrenn, but I don't believe he is employed there now.

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[fol. 2927] Q. Now, you stated that the question of raising [fol. 2928] the bundle boys to \$16.50, and other time workers of that class, came up in the negotiations that were had in connection with Board's Exhibit No. 7, which is your supplemental agreement. There was quite an argument about it?

A. I don't think there had ever been any definite minimum wage set for bundle boys.

Q. Tell me, was there any argument about that?

A. I don't know that there was any argument, because we were asking for a minimum of \$16.50 throughout the entire plant.

Q. Did Mrs. Reed object to it?

A. Yes, I think she did. I think she objected that in many instances it would be too much, that they were young boys, without much experience and—

Q. (Interrupting). Was that what she said?

A. That was the conclusion I drew from what she said.

Q. That was the substance of what she said? A. Yes.

Q. For these bundle boys generally \$16.50 was a little high? A. Yes.

Q. Did you know at that time there wasn't a single one of them getting less than \$16.50?

A. I assumed they were getting less than \$16.50.

Q. It is admitted in the record by counsel that there [fol. 2929] wasn't a single one of them getting less than \$16.50. Was that one of the matters you were arguing about? A. It was discussed.

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[fol. 2931] Q. Why was the request made of Dewey Atchison that he resign from the union?

A. We discussed it and thought it was best.

Q. Why?

A. We just thought, while he wasn't in the capacity of an official or supervisor, he worked rather close to production, and we thought it best to ask him to resign.

Q. Explain that a little more clearly. What did his proximity to production have to do with membership in the union?

A. I can't explain his job, I don't understand it.

Q. The fact is that because he was an executive you asked him to resign?

A. He isn't an executive.

Q. You had no reason for it, then?

A. We thought it best.

[fol. 2932] Q. Now, you stated that at one time you took up with the management the fact that one of the inspectors was being unreasonable with the girls in her department. Who was that instructor?

A. Miss Wardell.

By Mr. Langsdale:

Q. What had Miss Wardell been doing that was unreasonable?

A. Well, we had had different girls come to us saying she was being unreasonable about different matters, that she was unfair about different things.

Q. Tell me one thing she was unfair about?

A. I don't recall offhand.

Q. Tell me one thing.

A. I think one thing she complained about was that they spent too much time in the washroom.

Q. What did she say to them about that?

A. I don't know.

Q. At any rate she didn't want them to spend so much [fol. 2933] time in the washroom?

A. That was one of the reasons.

Q. With whom did the committee take up that matter?

A. That was taken up with Mr. Baty, I believe.

Q. Well, do you know?

A. I didn't take it up myself.

Q. Were there any other complaints that you recall having been made against any of the instructors?

A. No, I don't recall any others.

Q. That is the only one you know of?

A. That is the only one I recall.

Q. Is Mr. Wardell still there? A. Yes, sir.

Q. You say that because Miss Todd spent some time in piecework pricing you thought she would be one who could represent your union in that matter?

A. Yes, sir, I said that.

Q. Who was representing the company?

A. They had two employees who work on piecework prices.

Q. Representing the company?

A. That is their work. They were former operators, and that is their work, setting piecework prices, that is their job.

Q. Why didn't you use Mrs. Nichols to represent the union?

A. Miss Todd was a member of our committee, and she [fol. 2934] was very familiar with the work.

Q. Mrs. Nichols was a member of your union, too?

A. Yes.

Q. But you thought, on account of her doing it for the company, you had better have someone check her?

A. We wanted to have someone representing the union check that work.

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[fol. 2935]

MRS. EFFIE WEIGAND,

a witness called by and on behalf of the intervener, Donnelly Garment Workers' Union, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Tyler:

Q. Your name is Effie Weigand? A. It is.

Q. You are employed by the Donnelly Garment Company, are you, Mrs. Weigand? A. I am.

Q. How long have you been employed by them?

A. Approximately two and one-half years.

Q. In what capacity? A. I am an operator.

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[fol. 2937] Q. Have you ever had to do with any filing or presenting of a complaint at the Donnelly plant to or through the Donnelly Garment Workers' Union committee?

A. Well, no, I didn't file the complaint. I took part in it after the complaint was filed.

Q. Tell us what that complaint was.

A. Well, the early—when we were changing from the winter styles to the spring styles. They were new, in the spring line and, of course, soft material, and we had some darts we were putting in that were difficult to put in, and [fol. 2938] the rates were arranged about the same as for those we had been putting in that were straight, and a number of girls complained to their representative at that time, who was Sallie Ormsby, and I was one who was asked to check on how much I could do on that work.

Then, we went in a group and discussed it with Miss Todd—the group who had made complaints and myself, we went up and discussed it with her.

Q. Did any adjustment of any kind result from your taking part in that complaint?

A. Yes, sir.

Q. Did you ever take part in any other complaint since the formation of the union that you now recall?

A. No, I don't believe I have.

Q. What is your guarantee down at the Donnelly plant?

A. \$22.50.

Q. What do you customarily make down there?

A. Well, that varies. I usually make about the approximate guarantee, and there are a number of weeks that I don't make it. And then, during the rush season, when I stay on one thing, I have made as high as \$39.85. I believe that was my highest check.

Q. Do you remember that minimum guarantee is of value to you personally?

Mr. Leary. I object to that as immaterial.

[fol. 2939] Trial Examiner Batten: She may answer.

A. It is.

Q. (By Mr. Tyler) Why, Mrs. Weigand?

A. Because I must have a weekly income to provide for a growing family and their schooling. My expenses go on weekly, and I need this weekly income to provide for those expenses.

Q. Have there been weeks when you wouldn't have gotten that much without the guarantee?

A. Oh, yes.

Q. Mrs. Weigand, did you attend part of the hearings of the so-called Judge Miller trial in the Federal Court a few weeks or months ago?

A. Part of them.

Q. Did you ever hear Velma Dowdy testify in that case? A. Yes, I did.

Q. Did her testimony have any effect upon your choice as to what union you wanted to belong to?

Mr. Langsdale: I object to that as immaterial and not tending to prove or disprove any issue in this case. In the Miller case this witness testified how much dues were paid by the International Ladies' Garment Workers' Union, and I suppose that is what you want her to testify to here.

Mr. Tyler: That is what I am leading up to.

Mr. Langsdale: And I say it is immaterial to this case, the difference between the dues paid by the International [fol. 2940] Ladies' Garment Workers' Union and the dues paid by the Donnelly Garment Workers' Union.

Trial Examiner Batten: If that is the purpose, I want to ask you, Mr. Tyler, how you think it is material. As I have previously stated, the employees can select their own union, one where the dues are nothing, or one where they are \$10 a week. The Board has nothing to do with the union the employees select. As long as that union is not dominated or influenced by the company, the employees

have a right to select any union they want to select, and pay any dues they want to pay.

Mr. Tyler: I agree with you. And I think that is the purpose of the Wagner Act, to do that.

Trial Examiner Batten: That is the only prime purpose.

Mr. Tyler: My theory is, it must be determined whether these employees are operating the Donnelly Garment Workers' Union out of either fear or favoritism of their employer, or whether they are doing it by their own wish. And, in order to show they are doing it by their own choice, they should be allowed to state the reasons for that choice, and whether those reasons are probable or improbable should throw some light on whether they are telling the truth.

If this witness testifies she saves a substantial amount of money by belonging to this union over which she would be forced to pay if she belonged to the International Ladies' Garment Workers' Union—

[fol. 2941] Trial Examiner Batten (interrupting): She wouldn't be forced to pay it unless she joined it, would she?

Mr. Tyler: No, but it has been shown that the International Ladies' Garment Workers' Union wanted to organize these people.

Trial Examiner Batten: That is not in this case. Wouldn't it be possible to have a union which was absolutely dominated by the employer, and they, not knowing it, would freely join it and pay their dues?

Mr. Tyler: No, I don't think that is possible. If the employees, in their own minds, desired to belong to that union, their reason might be bad, and they might be even deceived by the employer, yet they have a right to that union.

Q. They have a right to the union, but the union hasn't any right to represent the employees if it is formed by the

employer, sponsored by the employer, or dominated by the employer.

Mr. Tyler: I submit, the reason for the employees choosing this union is the most vital kind of evidence as to whether the company does dominate it or not.

Mr. Langsdale: The objection I want to make to this testimony—This witness testified she joined the Donnelly Garment Workers' Union in 1937, April 27, I assume. She didn't hear the Dowdy testimony until 1939, so, manifestly, it couldn't have had any effect on her joining a union.

[fol. 2942] Trial Examiner Batten: I don't think it is material to the issues in this case. I think this lady has a personal right to join any union she wants to join, and if she prefers the Donnelly Garment Workers' Union she doesn't have to give the Labor Board or anybody else any reason for joining it. She doesn't have to show the Labor Board she has a reason. She may join it because the first name of it starts with a D and the last word in the name starts with a U.

Mr. Tyler: I agree, she doesn't have to give the Labor Board any reason, but I submit she has a right to give a reason in sustaining that it was her own free choice.

Trial Examiner Batten: Nobody is questioning Mrs. Weigand's reason for joining this union.

Mr. Tyler: The Board is questioning the reason for the majority of employees joining this union.

Trial Examiner Batten: No, the Labor Board is not questioning her reason for joining this union.

Mr. Tyler: Is it questioning that of any employee whatever?

Trial Examiner Batten: We are not interested in the reason for joining.

Mr. Tyler: But we are interested in the reason the great bulk of them have for joining, are we not?

Trial Examiner Batten: I don't think so.

Mr. Tyler: I have not included this lady's testimony in [fol. 2943] the offer of proof in the Judge Miller case.

Trial Examiner Batten: We are interested in it to this extent, whether or not she knows whether any executive or officer of this company influenced her to join it, or whether she was told by any such person to join it, or if she knows of any officer of the company who helps operate it or helped form it.

Mr. Tyler: I will ask her those questions but before doing so, I understand Your Honor excludes her answering the questions as to the effect the testimony of Velma Dowdy had on her?

Trial Examiner Batten: Yes.

Mr. Tyler: I offer to prove, this witness, if permitted to testify, would testify as follows:—I am going to read her testimony in the Judge Miller case.

Mr. Langsdale: Where are you reading from?

Mr. Leary: Why can't it be set out in the record here?

Mr. Tyler: All right. I will mark it and let the reporter copy it.

Trial Examiner Batten: That will be all right.

Mr. Tyler: I will mark it. It would be about the fourth page of her testimony, beginning at page 1173, with the second question, and continuing to the bottom of page 1177.

Mr. Langsdale: Now, without reading that, may I inquire if it all has to do with what she heard Velma [fol. 2944] Dowdy testify to? If you have something else there I may have a different suggestion.

Mr. Tyler: Yes. It all refers to the difference financially to her, but it does include the question as to what difference it makes to her to work for the Donnelly Company or at any other garment company.

Q. (By Mr. Tyler) Mrs. Weigand, did any official of either the Donnelly Garment Company or the Donnelly [fol. 2945] Garment Sales Company, or any representative of any official of either company, ever endeavor in any way to coerce you to belong to the Donnelly Garment Workers' Union?

A. They never have.

Q. Did any such person ever offer you any inducement to join the Donnelly Garment Workers' Union?

A. They have not. I have never had any communication with any official of the company.

Q. Have you ever talked with an official of the company about any union or union connection?

A. Not on any matter.

Q. Did you ever hear any employee at the plant complain, secretly or otherwise, that he or she had been threatened or coerced in connection with union membership of any kind?

A. I have not.

Q. Did you ever see any instructor at the plant gather the people in her section together to attend a meeting?

A. I never have.

Q. Did you ever hear anyone in the plant order anybody to attend any meeting of the Donnelly Garment Workers' Union?

A. No, I haven't.

Q. I believe you testified that you are not and never have been a member of the committee of the Donnelly Garment Workers' Union.

[fol. 2946] A. I have not.

Q. Have you been a member of the Loyalty League?

A. Yes.

Q. Have you attended any functions of the Loyalty League in the last two years?

A. Yes, I have. I attended a dance at the Pla-Mor, and just recently I was on the committee to help arrange for

the picnic of the Loyalty League; and I have attended several representative meetings.

Q. Did you ever hear in any meeting of the Loyalty League or any committee of the Loyalty League, any plans to arrange what the Donnelly Garment Workers' Union would do?

A. I have not.

Q. What custom have you followed as to whether you would attend meetings of the Donnelly Garment Workers' Union in your work clothes or in your street clothes?

A. Well, it has always been my custom to go down in uniform, because I can get a better seat where I can hear what is going on.

Q. Is it a fact that those who go in late frequently have to stand up? A. That is true.

Q. Have you or have you not seen a substantial number of the employees at those meetings in their work clothes?

A. Yes. A great many of us have attended in our work clothes.

[fol. 2947] Q. Did you attend any meeting of the employees about the end of March, 1937, at which it was moved that employees contribute 50 cents each towards attorney's fees in connection with the injunction?

A. I did.

Q. Did you hear such motion as I have described made?

A. I did.

Q. Can you fix the date of that meeting?

A. I believe it was the 30th of March.

Q. How do you fix that date?

A. Well, my birthday falls on the first day of April, and it was a few days before that, because I remember we had some carrying on and talking. I believe my birthday fell in the latter part of the week that year. This happened in the early part of the week.

Q. The year you are speaking of was 1937?

A. That is right.

Q. That motion referred to was carried, was it, by those present? A. Yes.

Q. Do you know whether any of those 50-cent contributions were collected thereafter? A. Mine was.

Q. How do you know?

A. Because I gave it to the girl.

[fol. 2948] Q. Do you remember whom you gave it to?

A. No, I don't remember that.

Q. Mrs. Weigand, did you ever attend a meeting of the employees at which a meeting of the Loyalty League was announced first, and then it was announced it would be immediately followed by a meeting of the union, and the two were held in the same room, one right after another?

A. I don't recall ever attending a Loyalty League meeting—that is, a meeting.

Q. Then you, of course, do not remember attending a Loyalty League meeting that was intermingled with or immediately following a union meeting?

A. No.

Q. Did you ever hear anybody else talk about such a meeting before this hearing began? A. No.

Q. Do you attend most of the meetings of the Donnelly Garment Workers' Union?

A. Yes; I attend regularly.

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Cross Examination.

By Mr. Langsdale:

Q. I didn't get what your birthday and this 50-cent [fol. 2949] meeting had to do with each other. Will you tell me?

A. Well, my birthday—that is rather an odd time of the year, and I, of course, am the recipient of many jokes.

Q. But this was two days before April Fool's Day?

A. That is true.

Q. What did they have to do with each other?

A. We had our meeting—I know it was in the last part of March or the first part of April, and my birthday came around in that week. The first part of March I know the meeting was held, the first of the week, and necessarily—I wouldn't swear it was the 30th of March but, as near as I can remember it, it was the 30th of March, which I would say was Monday or Tuesday of that week.

Q. What day of the week did your birthday come on?

A. I think it was Thursday.

Q. Your memory is pretty good. Have you been reviewing a calendar lately? A. No, I haven't a calendar.

Q. Did Mr. Tyler show you a calendar? A. No.

Q. On what day of the week was your birthday in 1936?

A. I don't know.

Q. Do you know what day it fell on?

A. I might have been—

[fol. 2950] Q. (Interrupting) Now, tell me, if you can, what day your birthday fell on in 1936?

A. I remember I was given a birthday party.

Q. On what day of—

Mr. Lane (interrupting): I object to that.

A. I wouldn't know, unless I had a calendar.

By Mr. Langsdale:

Q. What day did it fall on last year, 1938?

A. Friday, last year.

Q. In 1938? A. I believe it was on Friday.

Q. What day was it on in 1939, this year?

A. Saturday morning—well, on Saturday.

Q. What were you going to say about changing your department?

Mr. Leary: Had a party, she said.

A. Oh, my daughter gave me a birthday party. It was the first birthday party my girl had ever given me.

By Mr. Langsdale:

Q. But this meeting you think was two days before April 1, how does your birthday cause you to recall this meeting, the loss of the 50 cents?

A. It might have been that, I don't know.

Q. Anything else?

A. I just associate it with the fact—I can't fix the date definitely, but I associate it—My birthday came in the latter part of that week, and I know this meeting came in the first part of the week.

Q. How do you know?

A. As near as I can recall, it came early in the week, and I believe I paid my 50 cents that week.

Q. Why do you say it came early that week? Why not the next week?

A. I can't understand the question. What came early in the week?

Q. This 50-cent meeting.

A. Because I recall this meeting came early in the week.

Q. But it might have been early in the next week?

A. Oh, no.

Q. You are sure of that.

A. It was right closely associated with the latter part of March.

Q. And that is the only reason you can give to the Examiner for saying this was about the 30th of March?

A. Just my memory, and incidents associated with about that time.

Q. Well, what other incidents?

A. No other incident that I recall, at that time.

Q. You say you never spoke to any executive about anything down there?

A. I never have, except I have spoken to Mr. Baty here [fol. 2952] in the courtroom. Those are the first words I have ever exchanged with any executive with authority at the Donnelly plant.

Q. Mr. Baty has never spoken to you about your employment down there about, anything?

A. He never has.

Q. Has he ever given you any instructions about anything? A. Never has.

Q. Or any directions about anything? A. No.

Q. Do you know Mrs. Ella Mae Hyde? A. Yes.

Q. Have you spoken to her? A. Yes.

Q. You got your job from her, didn't you?

A. I put in my application. I don't remember who called me.

Q. But you put it in with Mrs. Hyde, didn't you?

A. She and a stenographer both interviewed me.

Q. Have you been a member of the board of representatives of the Loyalty League?

A. I was chosen by my section this spring to represent my section to the Loyalty League.

Q. How were you chosen, do you know?

A. By vote. The girls in the section chose two of us, and we were both voted on by ballot.

[fol. 2953] Q. The time for leaving work down there is staggered, is it not? A. It is.

Q. Starting when?

A. Well, I am not familiar with all of the starting times. I have started at 7:30, and—

Q. (Interrupting) I am talking about starting to leave work.

A. Oh. I have left all the way from 4 to 5:30.

* * * * *

[fol. 2958] MRS. MABEL RIGGS, a witness called by and on behalf of the intervener, Donnelly Garment Workers' Union, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Tyler) Will you state your name?

A. Mabel Riggs.

[fol. 2959] Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed there?

A. It will be 10 years this August.

Q. In what capacity?

A. Well, I have been in the pattern department during that time.

Q. What department are you in now?

A. Still in the pattern department.

Q. Are you a member of the Donnelly Garment Workers' Union? A. I am.

Q. Did you take any particular part in the meeting in which that union was organized—any specific part, except being present, I mean?

A. Well, I was on the committee.

Q. What committee. A. The nominating committee.

Q. Who made up that nominating committee?

A. Mr. Jeter, Mr. Crawford, Miss Taylor, and Mrs. Moore.

Q. (By Mr. Langsdale) What was the last name?

A. Mrs. Moore, from the operators. I think that was all.

Q. (By Mr. Tyler) What was that committee asked to do?

A. We were instructed to bring in a representative committee from the different departments to act as the chairmen of the Donnelly Garment Workers' Union.

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[fol. 2961] Q. (By Mr. Tyler) Will you tell us, Mrs. Riggs, what you mean by the word "representative", as you used it in your answer "to pick out a representative committee"?

A. I don't know that I should have used that word. They wished to have a person on this committee to represent the different departments. For instance, we had one from the cutting department, another from the mechanics, and I know we had more operators than other people—we did want at least two from the group of operators—and one from the handwork department in raising a good many things not covered by the operators or mechanics or cutting; and we did want a person from the office, and possibly a person from the group at large that didn't probably have any certain department. Those were our instructions.

Q. Was it your personal purpose to do that for the interest of the employees, or because of some outside domination by the employers?

A. We did it from the standpoint of the employees.

Q. Have you ever been ordered or directed by any employer or representative of the management as to what you should do in connection with the union?

A. I have not.

[fol. 2962] Q. Have you ever had any inducement offered to you by any official of the Donnelly Garment Company or the Donnelly Garment Sales Company or any representative of such official, in connection with your union activities?

A. I have not.

Q. Have you made your union affiliation of your own free will and accord? A. I have.

Q. You were at one time on the committee of [chairman], I believe, were you not? A. Yes, sir.

Q. You have heard in this courtroom of a complaint about a certain instructor that came to the committee?

A. Yes.

Q. Tell the Examiner what the complaint was as it came to you and what was done about it.

A. As I understood the complaint, there were people in the department thinking that perhaps the instructor exercised more authority than she should. In other words, she would have an unhappy frame of mind and rather take it out on them just a sort of personal conflict. I don't know what else you call it. For instance, she would just have it in for them today, and maybe she would like them tomorrow, and it was rather burdensome on the people who worked under her.

[fol. 2963] Q. Have you ever attended meetings of the Donnelly Garment Workers' Union wearing your work clothes and not your street clothes?

A. Well, I work in street clothes, largely.

Q. Have you ever attended meetings of the Donnelly Garment Workers' Union during office hours—during plant hours? A. I have not.

Q. Did you ever know of any employee in the plant complaining, secretly or otherwise, that he or she was coerced in connection with membership in the Donnelly Garment Workers' Union?

A. I never heard of any.

[fol. 2964] Q. Did you ever hear of any employee being induced by favors to have anything to do with the Donnelly Garment Workers' Union, favors from the employer?

A. No, sir.

Q. Did you ever receive such inducement yourself?

A. Never have.

Q. You belong to that association by your own free will and accord? A. I do.

[fol. 2965]

Cross-Examination.

Mr. Langsdale: What is your salary, Mrs. Riggs?

A. Well, we consider salaries a personal matter.

Mr. Tyler: I object to that.

Trial Examiner Batten: She may answer.

Mr. Langsdale: What is your salary?

A. I make \$65 every two weeks.

[fol. 2966] Q. When did you receive your last raise?

A. I think it was October, 1938.

Q. Was that while you were a member of the committee of [chairman]?

A. Yes. I was a member of the committee of chairmen in 1938.

Q. You are in the pattern department? A. Yes, sir.

Q. Who is the supervisor in that department?

A. The head of the department is Miss Spilsbury.

Q. Who was the supervisor there in 1937?

A. Miss Spilsbury.—Well, I don't know. We always call her the head of the department. I suppose you mean by that, supervisor?

[fol. 2970] Read the last question.

(Thereupon the last question, as follows, was read by the reporter:)

"Did you have anyone you called supervisors in April, 1937?"

Trial Examiner Batten: You may answer.

A. I don't know that I know exactly what you mean by "supervisor". The head of my department was Miss Spilsbury. She was in 1937.

Q. (By Mr. Langsdale) Who is Mrs. Strickland?

A. Mrs. Strickland is a lady who works in our department.

Q. Supervisor?

A. No. I don't know what you mean by "supervisor." We don't call anyone in our department a supervisor.

[fol. 2974] Redirect Examination.

By Mr. Tyler:

Q. Mrs. Riggs, what events occurred at the meeting of April 23, 1937, according to your memory?

A. The Donnelly garment employees met on the second floor of the Corrigan Building after working hours on April 27, 1937.

Miss Todd presided at the meeting. She talked generally about things we had been discussing in groups preceding this meeting.

She told us again that Mr. Tyler and Mr. Gossett had been engaged as our attorneys, and it was time for us to make some definite plans of procedure. She said Mr. Tyler was present and would talk to us.

[fol. 2977] Q. Have you ever heard anything that sounded to you like an intimidation that you had better belong to this organization, or you had better continue in it, or the management would avenge itself on you? A. I have not.

Q. Have you ever heard any pressure used by any executive of the Donnelly Garment Company or any member of the Donnelly Garment Workers' Union to get you to join the union? A. No, sir.

[fol. 2986) EDWARD F. SWINNEY, a witness called by and on behalf of intervenor, Donnelly Garment Workers' Union; being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Tyler) Will you state your name, please?

A. Edward F. Swinney.

Q. You are a resident of Kansas City, Mo?

A. Jackson County.

Q. What is your business connection, Mr. Swinney?

A. Chairman of the Board of the First National Bank, Kansas City, Mo.

Q. How long have you held that position?

A. I have been in the bank 52 years.

Q. How long have you lived in Kansas City, or Jackson County? A. Fifty-two years.

Q. Mr. Swinney, do you know Rose Todd?

A. Yes, sir.

Q. Do you recall any incident, about the end of March, 1937, when she came to you concerning borrowing some money for some employees of the Donnelly Garment Company?

A. Yes, sir. I remember—I don't know the exact time, but it was about two years ago.

Q. Now, Mr. Swinney, did anyone else except Rose [fol. 2987] Todd communicate with you, by letter, or telephone, or messenger, or in any other way, concerning that loan?

A. No, sir, no one whatever.

Q. Did anybody guarantee that loan?

A. No, sir, except Miss Todd said she would see it was paid.

Q. Why did Miss Todd say she wanted that money, if you remember?

Mr. Langsdale. I object to that as calling for hearsay testimony and a self-serving statement.

Trial Examiner Batten. He may answer.

A. Miss Todd came to me and said the employees had a way of collecting money down there by way of 50 cents and a quarter around among the employees, but that they needed some money right away, and asked if we would make them a loan of \$1,000, which I did.

Q. (By Mr. Tyler) Did you take a note for that loan, Mr. Swinney?

A. They did over at the discount cage, yes, sir.

Q. Was that the first time, as a banker, you have ever loaned money without collateral security?

Mr. Langsdale. I object to that as immaterial and not tending to prove or disprove any issue in this case.

Trial Examiner Batten. Objection sustained. I suppose [fol. 2988] this man has been in the banking business long enough that if he makes such a loan he has to take the responsibility for it. I suppose this bank is like any other bank, they do it every day.

Q. (By Mr. Tyler) Mr. Swinney, was there any collusion, outside guarantees or hints or suggestions about this loan?

Mr. Langsdale. I object to the question as calling for a conclusion of the witness.

Trial Examiner Batten. He may answer.

A. I never had any conversation with anybody except Miss Todd pertaining to the loan.

Q. (By Mr. Tyler) Or any message, or—

A. Nothing at all.

Q. Was that loan repaid, Mr. Swinney?

A. Yes, sir, Mr. Tyler.

Mr. Tyler. That is all. Thank you.

Mr. Stottle. No questions.

Trial Examiner Batten. Mr. Langsdale?

Cross-Examination.

By Mr. Langsdale:

Q. Mr. Swinney, how long had you known Rose Todd prior to the time she made application for this loan?

A. I would say about 10 or 12 years.

Q. Where did you meet her, Mr. Swinney?

A. At my office.

Q. In what connection?

[fol. 2989] A. She was a kind of "all-around-man" for the company.

Q. For the Donnelly Garment Company? A. Yes, sir.

Q. And she had come in there before on matters for the company, had she? A. Oh, yes.

Q. You had made a good many loans to the Donnelly Garment Company, Mr. Swinney, during that period?

A. No, sir.

Q. Had you made any?

A. Away back when they first started, we made them a loan. I don't think we have since.

Q. That is probably because they haven't needed it. They carry their account with you? A. Yes.

Q. Does the Donnelly Garment Sales Company carry their account with you?

A. I don't know what companies they have now.

Q. There is the Donnelly Garment Company and the Donnelly Garment Sales Company.

A. There may be an account of that kind. They have one or two accounts. They do their business with us.

Q. Do you also carry the account of Mrs. Reed, Nell Quinlan, Donnelly Reed? A. Yes, sir.

[fol. 2990] Q. Do you carry the Senator's account?

A. Yes, sir.

Q. Do you carry the account of Gossett, Ellis, Dietrich, and Tyler—Gossett? A. I don't think so.

Q. You don't know? A. No.

Q. But over a period of 10 years, do you know whether Rose Todd had contacted you in behalf of the Donnelly Garment Company?

A. Just coming and going, bringing some stuff up to my office, or something of that kind; just in a general way.

Q. And, as you explained it, your impression of her position down there was that she was a sort of "all-around-man" for the company? A. Yes, sir.

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Redirect Examination.

Q. (By Mr. Tyler) Mr. Swinney, did any official of the Donnelly Garment Company or the Donnelly Garment Sales Company ever tell you that Rose Todd ever had any position of authority down at the Donnelly Garment Company? A. No, sir.

[fol. 2991] Q. Did Rose Todd herself ever tell you she had any position of authority down there?

A. No, I don't think she did.

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LYLE JETER, a witness called by and on behalf of intervener, Donnelly Garment Workers' Union, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Patten) State your name, please.

A. Lyle Jeter.

Q. Where do you live? A. 7800 Jarboe.

Q. By whom are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed there?

A. Over 11 years.

[fol. 2992] Q. In what capacity? A. Machinist.

Q. Were you working there in March of 1937.

A. Yes, sir.

Q. Did you have occasion to go by the plant of the Missouri, Gernes, and Gordon Garment companies in March of 1937? A. Yes, sir, I did go by.

Q. Where is that plant?

A. About Twenty-Sixth and Walnut.

Q. Is there more than one plant there?

A. You mean more than one company?

Q. Yes. A. Yes, sir.

Q. Did you see any excitement around the doors of the building where these companies have their places of business? A. Yes, sir.

Q. Did you stop there at that time? A. I did.

Q. Tell what was happening there.

Mr. Leary. I object to this as immaterial.

Trial Examiner Batten. That is all right, if you people want to go into all of this thing.

Mr. Patten. This man knows of a personal threat to the Donnelly employees.

Trial Examiner Batten. Made to him?

[fol. 2993] Mr. Patten. In his presence.

Trial Examiner Batten. Made to him?

Mr. Patten. Yes, made to him; he was standing around in the group.

Trial Examiner Batten. You may go ahead and I will see what it is.

A. I stopped up there three or four different times, and the girls that were working for these different companies were trying to get into the building. There were pickets there, and when the girls would try to enter the building—

Trial Examiner Batten (Interrupting). Just a minute. Tell us what the threat was.

A. One morning I was standing up there and Miss Tobin went back and forth across the street—I was standing in front of the plants—and an elderly lady started in the building and five or six ladies jumped on her and beat her up—

Trial Examiner Batten (Interrupting). Tell me how you were threatened.

Mr. Langsdale. I move that that part, the last part of his answer be stricken.

Trial Examiner Batten. It may be stricken. Tell me how you were threatened.

A. I have to tell a little bit about this first part, if I may.

Q. (By Trial Examiner Batten). Did somebody threaten you personally?

[fol. 2994] A. Threatened the Donnelly Garment Company.

Q. Tell me what they said, and who it was.

A. As this old lady got up and started in the building somebody said, "Isn't that awful, the way they are treating her?" And Miss Tobin said, "That's just a sample of what we are going to do down at Donnelly's."

Q. (By Mr. Patten) Did you report that at the plant?

A. I talked it over with the employees.

Q. Mr. Jeter, did you take any part in the meeting at which the Donnelly Garment Workers' Union was organized? A. I did.

Trial Examiner Batten. Now, Mr. Patten—

Mr. Patten (Interrupting). This is a point that has not been covered.

Trial Examiner Batten. The point you have finished covering, I don't think that is material to this case.

Mr. Patten. I understood you had said if we had cases involving actual threats to persons employed by the Donnelly Garment Company we could put that in.

Trial Examiner Batten. Yes, if you have any actual threats of violence committed as to any employee of the Donnelly Garment Company, that should be in here. I

don't think this sort of testimony has anything to do with it.

Mr. Patten. That was a personal threat. He was an [fol. 2995] employee of the Donnelly Garment Company, standing around and heard this remark.

Trial Examiner Batten. I do not consider that as a personal threat to him. That is something that may have occurred a thousand times. If somebody personally threatened this man, or something of that sort, I think that testimony would be relevant.

Mr. Langsdale. Is this answer to be stricken then, so that it is not subject to cross-examination or rebuttal?

Trial Examiner Batten. I want to hear the attorneys first.

Q. (By Mr. Patten) Mr. Jeter, did you interpret that as a threat to the employees of the Donnelly Garment Company?

Mr. Leary. I object to that as calling for a conclusion.

Trial Examiner Batten. Objection sustained.

Mr. Patten. The only thing lacking, apparently, under your definition of a threat, was for them to address him personally and say, "You, Mr. Jeter, are going to be—"

Trial Examiner Batten (Interrupting) Now, Mr. Patten; if a Donnelly employee was threatened personally, or any violence committed, I will receive that testimony. The fact that this man happened to be down there where something was going on and heard some remarks—I think there were some remarks like that in the paper, too, but I don't consider that matter an issue in this case. I think that is a [fol. 2996] matter between the employees. I don't see how the company can be held responsible for that situation.

Mr. Patten. It shows the circumstances leading up to the formation of this union. If we can show the circumstances, that the union was inspired by the employees and did not rise out of the action of the company—In so far as we show these circumstances which motivated them we negate the contention of the Board and the International

Trial Examiner Batten. That might be possible, remotely. It may be stricken. I am not going to receive that type of testimony on that question.

Mr. Patten. Mr. Examiner, the intervener offers to prove by this witness, and others, that threats were made in their presence in connection with physical acts of violence, which they personally witnessed, to the effect that those acts of violence were only circumstances to show what would be done to the Donnelly Garment Company employees when the International Ladies' Garment Workers' Union started its drive to organize the Donnelly plant.

Trial Examiner Batten. And the other witnesses' testimony would be substantially the same as this testimony?

Mr. Patten. And that those threats were made in connection with the International Ladies' Garment Workers' Union. The other witnesses' testimony would be substantially the same or similar to that we have offered—that this witness has testified to and Your Honor has ordered [fol. 2997] stricken.

Trial Examiner Batten. The offer is refused.

Mr. Stottle. Respondent excepts to the striking of the answer and to the refusal of the offer.

Trial Examiner Batten. Mr. Stottle, by that you certainly don't want to imply that the respondent was responsible for all of this difficulty between groups of employees of those different companies, do you?

Mr. Stottle. No. Our position is, when evidence has occurred from the stand, if it would tend to disprove the charges in the complaint, we are entitled to it from the stand.

Trial Examiner Batten. You think that testimony would tend to prove the thing Mr. Patten has stated; is that right?

Mr. Stottle. That is right—or tend to disprove some of the charges in the complaint.

Trial Examiner Batten. Tend to disprove what charge in the complaint?

Mr. Stottle. The charge of domination, is one.

Trial Examiner Batten. That was Mr. Patten's point I think. What other charge in the complaint?

Mr. Stottle. I would have to read the record through, Mr. Examiner.

Trial Examiner Batten. You read it and let me know what other complaint. That might change entirely the complexion of my ruling. If there is anything else, you will [fol. 2998] let me know?

Mr. Stottle. Yes.

Q. (By Mr. Patten) Mr. Jeter, did you have any part in the meeting at which the Donnelly Garment Workers' Union was organized? A. I did have.

Q. What part did you play in that meeting?

A. I was one of the nominating committee.

Q. How were you appointed?

A. Miss Todd said as she called the names of the ones to be on the nominating committee, to stand up, and she called my name.

Q. Were you surprised or not when that happened?

Mr. Leary. Oh, I object to that as immaterial.

Trial Examiner Batten. Sustained.

Mr. Leary. And I move that the answer be stricken.

Trial Examiner Batten. It may be stricken.

Q. (By Mr. Patten) Was it prearranged?

A. I didn't know it if it was.

Q. Nothing had been said to you—

Mr. Langsdale (Interrupting). I object to that as self-serving.

Trial Examiner Batten. You may answer.

Q. (By Trial Examiner Batten) Did you know ahead of time Miss Todd was going to appoint you on this committee?

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[fol. 2999] A. No, sir.

Q. You had never heard of it before? A. No, sir.

Q. (By Mr. Patten) What did your committee do?

A. Left the room and went to another floor, the girls' recreation room. We tried to pick out one from the different departments—I don't remember how many, but I believe it was 8 or 9, to form the executive committee to run the union for one year.

Q. Did you have in mind that you should get persons of whom Miss Todd would approve?

A. We tried to get the ones who were pretty well known to all of the employees in the factory, in all of the departments.

Q. Were you thinking about the employees? A. Right.

Mr. Patten. That is all.

Mr. Lane. Mr. Examiner, there are various other matters we would inquire about of this witness except for the rulings of Your Honor with respect to offers of proof. We will make those offers of proof.

Trial Examiner Batten. Mr. Lane, I assume when you make your offers you will include this witness' name as one of those. There will be no restriction on you in the names you include in your offer.

Mr. Lane. I merely make that explanation as to why [fol. 3000] we don't go into further matters with this witness.

Trial Examiner Batten. I understand you do not go into those matters with this witness, or any further witness, for the same reasons.

Mr. Lane. Yes.

Trial Examiner Batten. Mr. Stottle?

Mr. Stottle. Mr. Examiner, you have excluded his answers on threats. That would be the only question I would want to ask about.

Cross-Examination.

Q. (By Mr. Stottle) Mr. Jeter, will you state the circumstances of the threat which you heard against the Don-

nelly employees down at the other factories here in Kansas City?

Mr. Leary. I object to that as repititious now.

Mr. Langsdale. It's having been ruled on. And it is immaterial. You said "the" threat?

Mr. Stottle. Yes, the same one.

Mr. Langsdale. I object to it as immaterial, and as already having been ruled on by the Examiner.

Trial Examiner Batten. I don't think there is any question about that.

Mr. Stottle. The objection is sustained.

Trial Examiner Batten. I don't know that it is in the form of an objection. I think I ruled on the matter, as far as the intervener was concerned, and I think you joined in [fol. 3001] it, and took exception to the ruling. Now, what is the purpose—

Mr. Stottle. The only purpose would be that, if respondent wouldn't have a right to object to a question of the intervener—

Trial Examiner Batten (Interrupting). Is there any doubt in your mind that you have or have not that right.

Mr. Stottle. Well, not in my mind, no.

Trial Examiner Batten. I don't think there is any question about it.

Mr. Stottle. That is all.

[fol. 3003] Q. (By Trial Examiner Batten) What is your job at the Donnelly Garment Company?

A. I am a machinist.

Q. How many machinists are employed there?

A. Oh, about 7 or 8, I would say.

Q. Do you have anyone in your department who acts as a person that assigns the work, or anything of that sort?

A. Well, we have a call-board on the eighth floor, and we have—

Q. (Interrupting) Do you have anything to do with that yourself?

A. No. They have a boy there that takes the calls.

Q. Do you have anything to do with that?

A. No. I just answer calls off the board.

Trial Examiner Batten. The testimony with reference to this matter may be stricken. Apparently this man is only an employee. The respondent cannot be charged with what he does.

Mr. Langsdale. He hasn't said he did anything.

Trial Examiner Batten: I don't want the record to be in such condition that Mr. Ingraham or Mr. Stottle might [fol. 3004] feel they should call other witnesses to go into things brought out in this testimony.

Mr. Patton, do you have any further questions?

Mr. Patten. No further questions.

Q. (By Mr. Langsdale). Mr. Jeter, are you the assistant of Marvin Price in that department?

A. No, sir.

Q. Who is? A. Assistant to who?

Q. Marvin Price.

A. I don't know whether he has any assistant or not.

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MRS. EDITH KOLL, a witness called by and on behalf of intervener, Donnelly Garment Workers' Union, [fol. 3005] being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Patten:

Q. State your name, please. A. Edith Koll.

Q. You are Miss or Mrs. Koll? A. Mrs.

Q. What is your address?

A. 1916 East Sixty-Ninth Terrace.

Q. How long have you been employed by the Donnelly Garment Company?

A. I think, about ten years.

Q. Were you employed there in the month of March, 1937? A. Yes, sir.

Q. Did you attend a meeting at which Mrs. Reed spoke in the month of March, 1937? A. Yes, sir.

Q. Did you take any part in that meeting?

A. I did.

Q. Tell what part you took in that meeting.

A. Well, I asked if Mrs. Reed was in the building and if she could talk to us.

Q. Where were you sitting in that meeting?

A. Well, I wasn't sitting. We were standing. I was—oh, I expect about 8 or 9 from the platform.

Q. Did you ask that question of your own volition?

[fol. 3006] A. Yes, sir.

Q. No one told you to ask it? A. No, sir.

Q. With respect to the beginning and the middle and the end of the meeting, at what point did you ask that question?

A. You mean, what prompted me to say it?

Q. At what time during the meeting?

A. Well, we were just talking about conditions of the other garment companies that were on strike, and we just wondered in what way we could get protection.

Q. How long had the meeting been going on before you said anything?

A. Oh, I expect 15 or 20 minutes.

Q. Did you see anyone leave the room after you asked that question? A. Yes, sir.

Q. Do you know who it was?

A. No, I can't say.

Q. Do you know whether several people left the room?

A. Yes, I remember about three—two or three people.

Q. Did you know whether Mrs. Reed was in the building or not? A. No, sir.

Q. Now Mrs. Koll, what is the nature of your work down [fol. 3007] there? A. Operator.

Q. Is there a place in the building where the employees buy Coca-Cola, a soft drink stand, or something of that kind? A. The cafeteria.

Q. Do you drink Coca-Cola once in awhile?

A. I sure do.

Q. When you go to get a Coca-Cola do you ask anybody's permission?

A. No, sir. I just get up and go.

Q. Do the other operators do the same thing?

A. Yes, sir.

Q. Do you keep track of the time you are absent?

A. No.

Mr. Langsdale: I object to that as immaterial and not tending or prove or disprove any issues in the case, and ask that her answers about going to get Coca-Cola be stricken.

Trial Examiner Batten: It may stand.

Mr. Patten: These persons you saw leaving the room, did they leave the room in response to your question?

A. Yes, sir.

Mr. Patten: That is all.

Trial Examiner Batten: Mr. Stottle?

Mr. Stottle: No questions.

Trial Examiner Batten: Mr. Langsdale?

[fol. 3008]

Cross-Examination.

By Mr. Langsdale:

Q. Mrs. Koll, to whom did you address your question?

A. Rose Todd, I believe, had opened the meeting, and she was—

Q. (Interrupting): You addressed your remark to Miss Todd?

A. I just merely asked the question. I don't know who took it up.

Q. Did you ask it of some girl next to you, or Miss Todd?

A. No, sir. I asked it of someone on the platform.

Q. What reply did you get from Miss Todd, if any?

A. I don't remember who answered me, but someone said, "We will see if she is in the building," that it was getting late and she had probably gone home; but she hadn't gone home and she came down and talked to us.

Q. Miss Todd was in charge of the meeting, wasn't she? A. Yes.

Q. So, it was Miss Todd who replied to your question?

A. I don't remember.